



General Rules

2022

SPIRIT AND INTENT / DISCLAIMER

The H1 Unlimited ("**H1**") Rules and Regulations, including these **GENERAL RULES** are intended to be guidelines for establishing fair competition and to promote H1 in a most positive light, all in accordance with the H1 Mission Statement. It is expected that all Participants (as defined in these General Rules) will adhere to the "spirit and intent" of these General Rules. Participants should not "read-between-the-lines" in an attempt to circumvent a Rule's intent.

It is also the intent of H1 that Race Officials make decisions and resolve disputes arising from the requirements of these General Rules in a timely manner.

If you are contemplating an undertaking that is not directly addressed herein, please contact H1 to make sure it will be allowed.

These General Rules apply to all H1 sanctioned or promoted Events and activities and, as the situation would demand, otherwise throughout the year or Racing Season. By participation in any Event (or, with respect to an Owner or Owner's Representative by registration of a Boat), all Participants are: (A) deemed to have understood and agree to comply with these Rules; (B) that no express or implied warranty of safety shall result from publication of, or compliance with, such requirements; (C) that such requirements are intended as a guide for the conduct of the sport and are in no way a guarantee against injury or death to Participants, spectators, or others. Further, all Participants recognize and understand that H1 Events have risks and hazards which include potential illness, potential injury, including but not limited to bodily injury, paralysis, or death, and potential for property damage. All Participants, by their participation expressly and voluntarily agree to assume those risks and hazards however caused; and understand that such injury may be permanent or temporary in nature and may be compounded by negligent rescue operations of H1, another Participants or first responders.

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DEFINED TERMS:

"Assistant Referee" is the person or persons described in **General Rule Q**.

"Boat" shall mean, as the context may require, any racing craft registered or to be registered with H1: (A) for the applicable racing year, and/or (B) for the applicable Race. The capitalized term **"Boat"** by itself does not include any course, patrol, rescue, tow, stake, safety, fire or escort boat; or any Race Official, Course Judge or Echo Boats.

"Chairman" means the Chairman of the Board of Directors of the American Boat Racing Association d/b/a H1 Unlimited.

"Chief Referee" as described in **General Rule Q**.

"Chief Inspector" is the person appointed to such position by the H1 Rules and Competition Committee under authority of the Board of Directors, as further described in **General Rule Q**.

"Chief Scorer" is the person appointed to such position by the H1 Rules and Competition Committee under the authority of the Board of Directors, as further described in **General Rule Q**.

"Controlled Substance" is an illegal or prescription drug regulated by the Controlled Substances Act (CSA) in the United States and shall include any drug that is illegal to possess, use, and/or distribute by the laws of the United States of America and/or any of its 50 states, regardless of the amount, at any time.

"Corral" is an area in or adjacent to the Pits or Judges Stand as described in **Race Site Requirement L2** used for the Race Officials to communicate with each Driver when participating in a Heat, via the PRO or TRO.

"Course Judges" are those people as are appointed to such positions by the Chief Referee under authority of the Board of Directors, as further described in **General Rule Q**.

“Crew Chief” is the senior member of the Pit Crew, so designated on the H1 Annual Boat Registration, as described in **General Rule N**.

“Director of Rescue” is the person appointed to such position by the H1 Board of Directors. Such person serves under the direction of the Chief Referee as described in the Medical and Rescue Policy, as further described in **General Rule Q**.

“Driver” means the driver of a Boat.

“Drivers Representative” is as described in **General Rule Q**.

“Echo Boat” is a boat stationed inside the race course at the Start/Finish Line and may include a second boat stationed outside the race course at the Start/Finish Line used for displaying the Visual Signals set forth in **Racing Rule E1**.

“Executive Director” means the highest-ranking executive of H1, responsible for the day-to-day operations and management of H1, reporting to the Board of Directors.

“Event” is as set forth in the specific Sanction Agreement between H1 and the Promoter, but typically means the Race, Time Trials and testing and all other activity during the period commencing forty-eight (48) hours prior to the beginning of registration and ending twenty-four (24) hours after the completion of the Race.

“H1 Officials” are as set forth in **General Rule Q** and shall include members of the H1 Board of Directors, the Executive Director, H1 Legal Counsel and the Operations Director.

“Heat” includes and may refer, individually or collectively, to all preliminary (qualifying) heats (and sections thereof), the provisional Heat (if held) and the final Heat, each as described in **General Rule A**.

“Judges Stand” is the Scoring Area referred to currently in **Race Site Requirement L6**.

“Owner” is the person or persons designated as the owner of a Boat such on the H1 Annual Boat Registration form, as further described in **General Rule N**.

“Owner Representative” is the person designated as such on the H1 Annual Boat Registration form. An Owner Representative is required when ownership of a Boat held other than by a sole individual, as further described in **General Rule N**.

“Participant” means and includes each Race Team, all Drivers, Pit Crew, Race Officials, Owners (including Owner Representatives) and Promoters, and their respective directors, officers, agents, employees and volunteers.

“Pit”, “Pits” or “Pit Area” shall mean the Pit Area (including any race or pit docks and piers used in launching the Boats) where the Boats are stored, moored, launched, recovered, repaired or maintained in connection with each Race as currently described in **Race Site Requirement L1**.

“Pit Crew” shall mean and include only persons both: i) having hot or cold Pit, tower or Corral access, and ii) who (whether paid or volunteer) perform services associated with operating, spotting, positioning, launching, retrieving or in any way preparing a Boat to race or that works on any Race Team’s related equipment (trailer, hauler, etc.) while in such areas, during an APBA/H1 sanctioned Event. It shall also include any operator of any vehicle associated with your team (hauler, etc.), but only if such person operates such vehicle in the hot or cold Pit Area during such Event. The term “Pit Crew” does not include persons only accompanying the Race Team such as Sponsors, guests, family members, marketeers, caterers, trainers, etc. (provided they do not perform any function(s) described in ii) above) or any persons provided by H1 or Promoter, such as H-1 Officials, crane operators, forklift drivers, fuel truck operators and the like.

“Pit Radio Operator” is the person appointed to such position by the Chief Referee under authority of the Board of Directors, as further described in **General Rule Q**.

“Promoter” is individual, group or groups of individuals, organization or groups of organizations who are members individually or collectively, of the APBA and who stage, or desire to stage, an H1 Unlimited sanctioned Race.

“Race” is a series of competitive Heats that result in a single winner, normally scheduled over a weekend as described in **General Rule A**. There may be testing and or Time Trials held in connection with the Race.

“Race Director” is Promoter’s senior on-site authority responsible for the conduct of a Race (including Time Trials and testing) and shall be Promoter’s primary interface with Race Officials for Race/Racing (non-business) matters.

“Race Officials” shall include the **“Chief Referee”, “Chief Inspector”, “Chief Scorer”, “Drivers Representative”, “Assistant Referees”, “Pit Radio Official (PRO)”** and **“Course Judges”**. The term **“Race Officials”** does not include any other Participants, including the H1 Board of Directors, its Chairman, its Executive Director or any Promoter.

“Race Surveyor” is a State-licensed surveyor provided and paid for by the Promoter under **Race Site Requirement H6**.

“Race Team” refers to the consolidated group of personnel campaigning each Boat, and includes the Owner and/or Owner’s Representative, the Crew Chief, the TRO, other Pit Crew, and the Driver. The term does not include spouses (unless included on the Boat’s H1 registration as a joint owner or partner), Sponsors, guests, marketeers, caterers or trainers, and the like (unless performing one of the specified functions in the first sentence of this definition).

“Racing Season” shall mean a series of one or more Races held over period of time, typically annually, as designated by the H1 Board of Directors.

“Sanction” or “Sanction Agreement” shall mean official permission and legal contract to stage an Unlimited hydroplane race under the supervision and authority and with the cooperation and assistance of H1.

“Safety Zones” are the areas described in the Medical and Rescue Policy, currently **Race Site Requirement M3**, and set forth by Race Officials at the Driver’s Meeting(s) as required by **General Rule J** and shall include the areas outside the outer course markers.

“Sponsor” means any individual or group of individuals, organization or group of organizations, corporation or group of corporations who contribute/provide money, services, products or other gifts in kind to support Promoter, an Event, a Race, a Heat, any Race Team, or H1. Such party may be referred to herein as a Race, Series or Boat Sponsor, as applicable.

“Start/Finish Line” is an imaginary line currently described in **Race Site Requirement I2** where each Heat will start and finish; it shall be perpendicular to a point on a straightaway and designated by (A) two readily identifiable buoys (one on the inside and one on the outside of the course) or (B) a similar buoy (on the inside of the course) and a point designated on the Judges Stand.

“TRO” is the Team Radio Operator referred to in **Racing Rule F3**.

“Time Trial” is an officially timed lap or laps (as further described in **General Rule F** conducted as a prerequisite to each Race. Time Trials may sometimes be referred to as “qualifying” a Boat. Timed Driver Qualification laps required under **General Rule L** are not Time Trials.

“Trailer Boat” any Boat designated to start in the second row of a Heat.

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H1 2022 General Rules

A. RACE

1. The Race and Event formats and schedules shall be as set forth in the Sanction Agreement with the Promoter.
2. A Race may be one or two days.
3. All Races (except the GOLD CUP) may consist of:
 - a) Two (2), three (3) or four (4) preliminary Heats of three (3) or four (4) laps each; and
 - b) One final Heat of five (5) laps.
4. **Preliminary Heat Draw.**
 - a) Boats shall be assigned to the sections, if any, of preliminary Heats based on a blind draw.
 - b) Although random in nature, should the blind draw in any subsequent round of preliminary Heats be identical to the results of the immediately preceding Heat draw, such Heat shall be re-drawn, once.
5. The maximum number of Boats that may start in any section of a Heat shall be six (plus an additionally designated Trailer Boat in a final Heat). Race Officials may reduce this figure as necessary in the interest of safety.
6. **Final Heat.**
 - a) The final Heat field shall consist of those Boats accumulating the highest combined point totals from the Time Trials and the preliminary Heats. (Note: Points from Time Trials and preliminary Heats include points transferred between Hulls per **General Rule J4** below.) Time Trial ranking shall be used to break any ties on points for determining eligibility for the final Heat (including any Trailer Boat).
 - b) The maximum number of Boats competing in the final Heat (and whether there may be an additionally designated Trailer Boat) shall be announced by Race Officials at the drivers' meeting.
 - c) Should the number of Boats starting on the first row be reduced for safety reasons, those moving to the second row shall be the Boat(s) with the lowest point total(s) (as described above). Any Boat assigned to the second row shall be treated as a Trailer Boat under the Racing Rules.
 - d) Once the final field has been established Race Officials **may** designate a 1st, 2nd, and/or 3rd alternate for the final Heat from the remaining Boats – using the same eligibility formula as above.
 - (i) The alternates shall be allowed to compete in the event of the withdrawal, disqualification, or inability of an otherwise eligible Boat to compete.
 - (ii) The 1st alternate may be allowed to leave the dock at the five-minute gun and remain on the course until all Boats are on the course at which time, the alternate shall return to the Pit dock prior to the one-minute gun.
 - e) Drivers finishing 1st, 2nd or 3rd in the final Heat shall report to the H1 designated awards stage and podium (in their Driver's uniform) immediately following completion of the final Heat; as well as the Owner (or official Owner's Representative) of the winner of the final Heat (all in appropriate Race Team attire).

B. METHOD OF SCORING POINTS

Each Boat and Driver shall be awarded points in each Heat based on order of finish, according to the following:

1st Place	400
2nd Place	300
3rd Place	225
4th Place	169
5th Place	127

6th Place	95
7th Place	71

C. OFFICIAL RESULTS AND ORDER OF FINISH

1. The winner of the Race shall be the winner of the final Heat. The order of finish for Boats starting but not completing the final Heat shall be determined by the official distance travelled on the race course during such Heat (at the time such Boat has been determined by Race Officials to have abandoned the competition).
2. All decisions as to any disqualification under Racing or Technical Rules, shall be announced and imposed, and results made official, as soon as possible, but no later than the start of the next Heat (i.e., decisions for 1A and 1B shall be announced and made official before the start of Heat 2A, etc.).
3. All decisions as to any disqualification under the Racing Rules (except the minimum speed rule) in the final Heat shall be announced **during the final Heat** (except if occurring at or following the finish of the Heat, then such shall be announced no later than **5 minutes** following the completion of the Heat).
4. The “official” winner and final order of finish shall be subject to the review of the Data Box (including conformance with the minimum speed rule) for the **1st, 2nd, and 3rd** place Boats, which, absent extenuating circumstances beyond the control of Race Officials, should be determined **within 15 minutes** after the final Heat.
5. Once the results of **Paragraphs 2 and 3** are known, the Chief Referee, Chief Scorer and Chief Inspector (or their authorized designee) shall certify the results of the Race on a form prepared by the Chief Scorer.

D. PRIZE MONEY

1. Prize and/or tow money and distribution thereof to eligible Boats shall be determined annually (on or before January 31) by the Board of Directors.
2. Boats completing Time Trials (by completing three consecutive laps and posting a legal minimum Time Trial speed) shall be eligible for tow money awarded for the Race. A Boat relying on a Chairman’s Option (described in **General Rule F6** below) must complete at least one (1) preliminary Heat to be eligible for tow money or prize money, if any, awarded for the Race.

E. RACE REPORTS

1. Time Trial and lap speeds and averages, race and national high points and other relevant statistical data shall be made available, as it is prepared, to Participants and the media on a timely basis.
2. The Chief Scorer shall promptly post on the H1 Website a summary of the above and a copy of the certification required by **General Rule C5**.

F. TESTING AND TIME TRIALS

1. A testing and Time Trial period shall be specified in any Sanction Agreement between H1 and the Promoter.
2. The Chief Referee (or his or her designee) must be in attendance during testing and Time Trials.
3. **Testing:**
 - a) A minimum of **two (2) hours** of testing shall be provided both (i) on the day before the Race, and (ii) the first day of the Race, weather and site conditions permitting.
 - b) For multiple day Races, a minimum of **one (1) hour** of testing shall be provided on the morning of the day the final Heat is scheduled to be run (usually, Sunday), including any future rescheduled date (such as Monday).
 - c) All lap times during Testing shall be recorded to be used in the event that it is necessary to determine a Boat’s eligibility to compete in a Race under a Chairman’s Option as set forth in **General Rule F6** below).
 - d) Race Officials shall establish the number of Boats allowed on the course simultaneously during any testing period.

4. **Time Trials Period and Process:**

- a) The official Time Trial period shall be sufficient to give all Boats **two (2)** opportunities to attempt a Time Trial. Race Officials shall establish the official end time of the period at which no further Boats may leave the Pit dock.
- b) The order in which Boats attempt a run in the first Time Trial shall be determined by reverse order of National Points for the current season (or previous season for the first Race of the year). The order for the remaining time shall be open on a first come, first served basis.
- c) Each Time Trial shall consist of three (3) laps. The Boat running a Time Trial shall have exclusive use of the course for their run.
 - (i) Each Boat shall be given the GREEN flag the first-time past at speed to signify the start of the Time Trial lap, and at the end of the first lap to signify the start of the second lap.
 - (ii) At the end of the second Time Trial lap, each Boat shall be given a WHITE flag to signify the start of the last Time Trial lap.
 - (iii) At the end of the third trial lap, each Boat shall be given a CHECKERED flag to signify the end of the run. And such Boat shall return **immediately** to the Pits.
- d) The next Boat in order shall begin its Time Trial within a designated period stated at the Pre-water Activity Drivers Meeting (not to exceed 5 minutes after the previous Boat takes the CHECKERED FLAG).
- e) Boats deciding to “pass” when the crane is made available for their scheduled Time Trial opportunity, or not leaving the Pit dock under power by the end of the period designated immediately above shall be placed at the end of the established order and may or may not have the opportunity to qualify or improve their Time Trial speed if the Time Trial period expires.
- f) Once there are no Boats remaining in the Time Trial order, Race Officials may allow Boats to test during the Time Trial period, provided it does not impair any Boat desiring to participate in a Time Trial; otherwise, Boats participating in a Time Trial shall not use the laps for any testing or timing runs. If it is determined by Race Officials that a Boat is not running at a speed that shall meet the minimum requirement or improve its existing time (or may be attempting to prevent other Boats from attempts in the allotted time), the Black Flag may be displayed, and the Boat shall immediately return to the Pits.
- g) Race Teams shall not be permitted to keep their Boat hanging over the water or otherwise tie up a crane during Time Trials.

5. **Time Trials – Prizes, Points and Minimum Speed:**

- a) Except as otherwise set forth herein, in order to:
 - (i) participate in a Race,
 - (ii) receive Time Trial prize money, if any, and/or
 - (iii) be included in the official Time Trial ranking (and receive Time Trial Race and national high points),a Boat **must** participate in Time Trials (during the official Time Trial period) and complete at least three (continuous) laps therein, one of which must meet the minimum Time Trial speed. The fastest lap of such three laps shall be used to determine the official Time Trial ranking and “Fastest Qualifier”.

(For the purpose of this rule, it shall be the Hull that becomes eligible, regardless of the name, number, Sponsor, or Driver.)
- b) The minimum Time Trial speed shall be **130MPH**.
- c) At the completion of the official Time Trial period, Race and national high points shall be awarded based on the Time Trial ranking, according to the following:

1st Place	100
2nd Place	80
3rd Place	70
4th Place	60
5th Place	50
6th Place	40
7th – Last Place	30 (each)

Note: Race points awarded from Time Trials are counted in determining eligibility for the final Heat.

(See special rule for Gold Cup Time Trials regarding average speeds and consecutive laps.)

6. Chairman's Option:

- a) A Boat **may** be allowed to participate in the Race under a Chairman's Option, without participating in the Time Trial nor meeting the minimum Time Trial speed at such Race, but such Boat shall not receive Time Trial prize money, or Time Trial Race or national high points awarded from Time Trials. A Chairman's Option shall only be applied to a specific Boat/Driver/Owner combination that **has met the minimum Time Trial speed at one of the following:**
 - (i) an H1 approved and certified timed testing period during the current Racing Season (including at a Race as described in **General Rule F3**) above),
 - (ii) a Time Trial at a Race (including the Race in question) in the current or previous Racing Season, or
 - (iii) the Time Trial for that specific Race and had its "Time Not Recorded" due to a Flagrant Fuel Flow or Flagrant N2 Violation.
- b) The H1 Chairman (or his or her designee) must approve of the use of each Chairman's Option.
- c) Each Boat may receive **no more than two (2) Chairman's Options** per Racing Season; not counting a Chairman's Option arising from a Time Trial that is cancelled in whole or in part.
- d) No Boat using a Chairman's Option shall "bump" a Boat that becomes eligible to compete under the regular Time Trial procedure (as set forth in **Paragraph 4 & 5**) from any preliminary Heat (regardless of accumulated Race points).
- e) In order to distribute such Boats evenly across all preliminary Heats, Boats using the Chairman's Option shall not participate in the draw and shall be assigned to all preliminary Heats by Race Officials, prior to any blind draw for the remaining Boats.

G. PRE-ON-WATER ACTIVITY MEETING

1. A meeting shall be held – at a location determined by Race Officials – prior to any on-water activity on the first day of the Event for the purpose of defining:
 - a) the course,
 - b) course rules applicable to testing and Time Trials,
 - c) the weekend schedule,
 - d) abnormal procedures,
 - e) Safety Zones,
 - f) local rules and requirements, and
 - g) other pertinent information.
2. Rules and regulations applicable to the Race shall be addressed at the Driver's Meeting described in **General**

Rule H below.

3. Every Driver (including alternate and substitute Drivers) and the Team Radio Operator (TRO) shall be represented at this meeting. A roll call shall be taken. It shall be the responsibility of each Driver or Team Radio Operator that is not present to obtain advance permission from the Chief Referee (or his or her designee) to miss the meeting. Each Driver or Team Radio Operator, whose absence is approved, must become knowledgeable (via a reasonably qualified representative) of the subject matter (to which they will be held responsible as if in attendance).

H. DRIVERS' MEETING

1. The Drivers' meeting shall be held - at a location determined by H1 - on the day prior to the Race, or it may be held prior to the first preliminary Heat at multi-day Race.
2. The Chief Referee (or his or her designee) shall conduct the Drivers' meeting.
3. The order of business shall be:
 - a) **Roll Call.** Attendance by a participating Driver (including alternate or substitute Drivers) is compulsory. Only those Boats shall compete whose Drivers have answered roll call (or whose reasonably qualified representatives have answered roll call after having obtained permission from the Chief Referee to represent the Driver at the Drivers' meeting).
 - b) Introduction of Promoter and their organization.
 - c) Introduction of Director of Rescue/Safety for instructions and information.
 - d) Information for Drivers from Chief Referee:
 - (i) course rules;
 - (ii) Safety Zones;
 - (iii) safety regulations;
 - (iv) Race format;
 - (v) course signals, flags, etc.;
 - (vi) local rules and requirements;
 - (vii) Identification and introduction of the Drivers' Representative for the Race;
 - (viii) special (common Boat or Chairman's Option) Heat section assignment;
 - (ix) introduction of registered alternate or substitute Drivers.
 - e) Draw for Heat 1.
4. It is mandatory that all Crew Chiefs of record and Team Radio Operators attend all Drivers' meetings, unless excused by the Chief Referee (or his or her designee).

I. CHANGE OF DRIVERS - ALTERNATE DRIVERS

1. Alternate or substitute Drivers must:
 - (a) register as such with the Chief Scorer prior to driving a Boat at a Race (including Testing and Time Trials) but in no case later than the Drivers' Meeting described above;
 - (b) submit proof of their current qualification status at the time of such registration;
 - (c) sign the "entry form" for the applicable Boat, and complete any required annual and daily physical, before he or she is allowed to participate in a Race (including testing and Time Trials); and
 - (d) attend the Drivers' Meeting (I.e., no exceptions).
2. Race Officials must be notified of any change of Driver at a Race (including Time Trials or testing) prior to the Boat leaving the Pit dock.

J. HIGH POINTS AND CHAMPIONSHIPS

1. National high points shall be awarded at all sanctioned regattas where a minimum field of **three (3) Boats**, collectively, cross the starting line in Heat one (aggregative of all sections).
2. The total points scored by each Boat in each Race (including Time Trial points) shall be credited toward the National Boat Championship.
3. That Boat which accumulates the highest number of points at the end of the Racing Season shall be declared the National Champion Boat and awarded the right to bear the US-1 shield. The Owner of that Boat may request the U-1 registration (as described in **General Rule O8** below) for the following year and may paint the US shield on the hull of his, her or its Boat for that year.
4. A Boat (i.e., a specific Hull) **must be destroyed or declared unseaworthy** by the Chief Inspector (or his or her designee) before its replacement (that must carry the same racing number) becomes eligible to have its predecessor's national high points transferred to its credit during the Racing Season.

The replaced Boat may be repaired and made seaworthy for a future Race. At such time it will become eligible to: a) return to racing (under its previously assigned racing number) and b) have both its and its replacement's (earned as the replacement) cumulative national high points reinstated. Only at such time may the replacement Boat reassume its original number and continue to accumulate national high points thereunder.

Example Scenario. The U-12 (00-01) throws a prop at Gunter'sville and sustains damage to the Hull that is unrepairable and makes the Hull unseaworthy (as determined by the Chief Inspector).

Substitution. The U-440 (12-18) (or any other Hull or back-up Hull) can be substituted as the U-12 and the 12-18 can accumulate points as the U-12 going forward.

During the Race. Substitution could be as early as the next Heat (but not any section of the same Heat in which the 00-01 is damaged).

During Time Trials. See Rule P1. The 12-18 may only earn national high points from a Time Trial as the U-12 only if the 12-18 has not already qualified at such Race pursuant to **General Rule F5a**) above. Time Trial points earned by the 00-01 transfer to 12-18 as the U-12's replacement.

Reinstatement. Once the 00-01 is repaired it may reinstate its number at a future Race (E.g., Madison) and resume accumulating U-12 points. At such time the 12-18 can also reinstate its number and resume accumulating U-440 points.

Alternative. Once repaired, 00-01 may, as well: a) be substituted for another destroyed or unseaworthy Hull (as described above) or b) be registered under an unassigned or alternate number (that has not raced during that Racing Season) and pay the applicable registration fee and begin accumulating points under such new number; and the 12-18 can continue to race as the U-12 and accumulate U-12 points during the Racing Season.

Restrictions. The U-440 number will cease to accumulate national points until the 00-01 is repaired and its U-12 number reinstated. 12-18 must be destroyed or become unseaworthy (as described above) to be replaced by any other hull other than the 00-01 as the U-12.

5. Total points scored by a Driver in only **one (1) Boat** during a Race (including Time Trials) shall be credited toward the National Driver Championship. Should a Driver score points in more than **one (1) Boat**, the Driver must declare (in writing) to the Chief Scorer as to which Boat he or she elects to be scored for the National Driver Championship. **This declaration must be made at least thirty (30) minutes prior to the scheduled initial start of the final Heat.** For the purpose of this paragraph the replaced Boat and substitute Boat (under **Paragraph 4** immediately above) are considered **one (1) Boat**.
6. The driver accumulating the highest number of points at the end of the Racing Season shall be declared the National Champion Driver and shall be presented with a suitable award.

K. COMPETITION TIME TRIAL & STRAIGHTAWAY RECORDS

1. Official H1 records shall be awarded for the fastest speeds to date in:
 - a) A single lap of competition,
 - b) The Heat average of competition,
 - c) A single lap of Time Trial, and
 - d) Two (2) laps (average) of APBA Gold Cup Time Trial (see Gold Cup Rules).
 - e) Kilometer Straightaway
 - f) Mile Straightaway
2. In order to establish a competition record under a) – d) above, there must be at least three legal starters in the section of the Heat for which the record is claimed, all of which must be registered with H1 and conform to the Unlimited Class Rule.
3. Competition and Time Trial records shall be awarded only for laps completed on approved **1-2/3, 2, and 2-1/2**-mile courses.
4. In order to establish an H1, APBA, UIM, **or local course record**, all buoys must be in place and the course must be certified (including as to the size in **Paragraph 3** above) by the Race Surveyor.
5. Straightaway Record Runs shall be open to all registered Boats, whether or not such Boat has ever competed in a Race. However, such Boat shall be subject to all H1 Rules and inspection requirements, except for the Fuel Flow and N2 Rules set forth in **Technical Rules C5-8**. The inspection of the Boat shall be completed, and inspection report issued immediately following completion of the record attempt, pending certification of any record.

L. DRIVERS' QUALIFICATION

1. To participate in a Race (including Testing and Time Trials), each Driver must:
 - a) possess (i) a current First-Class Airman Medical Certificate (FAR 67.102 - 67.115) or Second-Class Airman Medical Certificate (FAR 67.201 - 67.215) issued by an FAA-authorized aviation medical examiner (AME) who is specifically authorized for such purpose; or (ii) a current* (not "pending") Department of Transportation / Federal Motor Carrier Safety Administration (DOT) Commercial Driver "Medical Examiner's Certificate" Form MCSA-5876 (14 CFR 391.41 & 391.43) valid for "interstate" (not restricted to intrastate or intracity) operations and issued by a certified DOT medical examiner specifically authorized under 14 CFR 390. (*subject to the annual H1 limitation set forth in **Paragraph 8** below).
 - b) within the last twelve (12) months, successfully completed a capsule training program approved by H1,
 - c) be registered with APBA as a Racing Member.
2. Any Driver who is not a "**Qualified Driver**", is deemed a "**Qualifying Driver**", and must also:
 - a) pass a written (or oral) test, conducted by Race Officials prior to competing in a Heat,
 - b) run a minimum of fifteen (15) laps or more, accumulated at testing or Time Trials (at a Race or an H1 approved testing opportunity), two-thirds (2/3) of the which must be above 130 MPH (as certified by H1) prior to competing in a Heat,
 - c) start as the Trailer Boat and complete two (2) Heats of racing, without committing an infraction under the Racing Rules,
 - d) start in a position determined by Race Officials for the following two (2) Heats (whether completed or not, but only provided the Driver makes a legal start),
 - e) only if deemed necessary by Race Officials, during any Heat in any of the next three (3) Races in which such Driver participates (following completion of the Heats required by (d) above), start in an alternate starting position,

- f) meet with the Chief Referee (or their designee, in person or by phone) to be evaluated following each Race related to the Heats described in (c), (d) & (e) above.
- 3. The requirements set forth in **Section 2(a)-(d)** above must be completed in no more than two consecutive Racing Seasons, or the requirements are reset.
- 4. Any Qualifying Driver who has not completed the requirements of **2(c) & (d)** shall not be eligible to participate in a final Heat at any Race, unless determined otherwise by Race Officials.
- 5. Race and High Points shall be awarded with respect to all Heats completed pursuant to Section 2 above (subject to any penalties affecting points).
- 6. A **“Qualified Driver”** shall be any Driver who has fulfilled any **one** of the following:
 - a) completed the requirements set forth in 2 (a) - (d) above during the current or two (2) previous Racing Seasons,
 - b) completed at least two (2) Heats (not including those set forth in 2(c) & (d) above) during the two (2) previous Racing Seasons,
 - c) completed at least ten (10) Heats (not including those set forth in 2(c) & (d) above) during the five (5) previous Racing Seasons, or
 - d) completed at least twenty-five (25) Heats during the previous ten (10) Racing Seasons.

It being understood that the requirements set forth in **2(e) & (f)** above may still apply to a Qualified Driver until such three-Race period is completed.

- 7. Any Driver that suffers or has suffered a “disqualifying” medical condition or other event that would make them ineligible for the Certificates set forth in 1(a) above shall not participate as a Driver at an Event until the required medical certificate is reinstated by the FAA or DOT, as applicable. Any Driver that participates in a Race (as a Driver) without reporting such medical condition (or other disqualifying event) to the H1 Director of Medical - shall be disqualified from participating in any Race for a period of **five (5) years** (beginning upon such discovery or later reporting after such prohibited participation).
- 8. The “duration” of the Medical Certificates described in 1(a)(i) above shall be as set forth in FAR 61.23(d)(1)(iii) and (d)(2)(i) as necessary to obtain a “*commercial pilot certificate or control tower operator certificate*” - which is currently **12 months**. The duration of the 2-Year Medical Examiner’s Certificate described in **1(a)(ii)** above shall be limited to **12 months** for the purposes of determining the eligibility of a Driver; and such Certificate must not be subject to “periodic monitoring” during such 12-month period.

M. REGISTRATION & FEES

- 1. A Boat registered with H1 may only participate in Races or other on-water or on-line competitions, multi-boat testing sessions, programs or Events approved or sanctioned by H1.
- 2. A Boat may not compete in an H1 Race (including testing and Time Trials) or any H1 or Promoter testing session until H1’s receipt of the annual registration and registration fee for such Boat.
- 3. The H1 annual registration fee shall be **\$2500** if paid in full by December 31st; if paid after December 31st such fee shall be **\$5000**.
- 4. No “late fee” shall apply to a second Boat registered by the same Owner at any time during the year.
- 5. The annual registration fee for each Boat shall be accompanied by a **\$500** technology assessment (**\$1500** if such technology assessment is being paid (a) for the first time that a Boat is registered after the 2019 Racing Season or (b) by a new Owner).
- 6. Payments made less than 15 days before a Race must be paid in cash, certified check or money order.

N. BOAT OWNERSHIP, OWNER REPRESENTATIVES, CREW CHIEFS & PIT CREW.

- 1. An Owner is the person or persons designated as the owner of a Boat on the H1 Annual Boat Registration form and may be an individual, joint tenancy, partnership, trust, limited liability company or corporation.

2. If owned by other than a sole individual, an **“Owner Representative”** is required and must be designated on the H1 Annual Boat Registration. Such person so designated shall have the power to act on behalf of and in the name of the Owner; and H1, all Race Officials and any Promoter may rely on any and all acts or actions of such persons as being and binding those of the Owner.
3. Each Owner and Owner Representative shall also become a member of APBA and shall cause each Driver and Pit Crew member affiliated with such Owner’s team to become a member of APBA.
4. The Owner Representative may be changed during the Racing Season by written notice from the current Owner Representative; *provided, however*, H1 may require certification or proof of authorization from the entity or person(s) being represented.
5. **Crew Chief:** The Crew Chief is required and must be designated on the H1 Annual Boat Registration. Such person so designated shall have the power to act on behalf of and in the name of the Owner/Owner’s representative (a) at any inspection and (b) when the Owner/Owner’s representative is not in attendance at any Race (including testing and Time Trials). The Owner/Owner’s representative must notify Race Officials (in writing) of any change thereto prior to the Pre-On-Water Activity Meeting (described in **General Rule G** above).

O. BOAT NAME AND NUMBERS

1. An Owner shall designate the name of the Boat and its requested racing number on the H1 annual registration form.
2. The Owner may change the name of the Boat, at any time, upon written notification to H1 (which may include an Event registration form).
3. H1 may reject any name or number that it finds objectionable, contrary to the best interests of the sport, or in conflict with a name or number previously registered. Boat numbers are the property of H1 and may be withheld, assigned, withdrawn, reassigned or retired at the sole discretion of H1 at any time. **Note:** As of June 7, 2021 – no boat numbers have been retired
4. Unlimited hydroplanes shall be designated by the letter "U" together with the number issued by H1. (An Automotive powered Boat may instead use “UR”; a Boat registered to a Canadian Owner may instead use “CA” or “CU”; and a Boat registered to an Australian Owner may instead use “VS”.) Any Boat registered for the 2021 Racing Season – **AS OF THE JUNE 7, 2021** -- that does not display the required letter(s) may continue to do so (on that specific Hull) during the 2021 Racing Season, without penalty.
5. All Boat numbers will be between zero (0 or 00) and 100, inclusive. Any Boat already registered for the 2021 Racing Season – **AS OF JUNE 7, 2021** - with a non-conforming **number**, may continue to use such number until such time as such Owner fails to register such Boat for a Racing Season. Non-conforming numbers will not be transferred or issued to a new Owner.
6. **Paragraph 5** notwithstanding, non-conforming numbers associated with a Boat Sponsor, such as 99.9, 767, 1300 and 1918 may be issued upon special request of an Owner (in writing at the time of each annual registration) to the H1 Board of Directors. Such special numbers shall not be issued in subsequent years unless associated with the applicable Sponsor.
7. Boat numbers are assigned to the Owner and may be transferred to a replacement Boat during a Racing Season. However, national high points and race points shall only accumulate as described in **General Rules A6** and **J4**.
8. Upon transfer of Ownership of a Boat, the new Owner must request a Boat name and number on the new Owner’s H1 annual registration and shall submit a release from the previous Owner if the new Owner wishes to retain the prior name and/or number.
9. The Boat declared the National Champion under these General Rules may request to use the number “U-1” for the following Racing Season but the Owner must remove such number, promptly, following the last Race of that season and may not display “U-1” on the Boat, or any display or vintage hull or promotional material thereafter. U-1 may not be transferred to a new Owner.
10. In lieu of registering a Boat and paying the annual registration fee, an Owner may retain his, her or its Boat

number for up to two Racing Seasons provided:

- a) the Owner has previously registered the hull number;
- b) the number is not a non-conforming number;
- c) the number is not U-1; and
- d) the Owner pays a retention fee of **\$1000** on or before December 31st prior to each such season.

P. TRANSFER OF OWNERSHIP AND NUMBER

1. There shall be no time limit placed on when an Owner may purchase and/or lease a Boat; however, a Hull may only be run as one Boat, by one Owner for Time Trial purposes or for the purpose of a Chairman's Option. A Boat cannot be bought and sold for the purpose of intent to qualify. National high points are not transferred to a new Owner.

Q. H1 OFFICIALS & DUTIES

1. Chief Referee.

- a) The Chief Referee shall be appointed, annually, by the Chairman with the consent/approval of the H1 Board of Directors. The Chairman shall be responsible for monitoring the performance of the Chief Referee and reporting to the Board of Directors. The Chief Referee shall be the senior authority for the conduct of a Race (including Time Trials and testing) and is responsible for:

- a) The Driver's Meeting
- b) The Pre-On-Water Activity Meeting
- c) Examinations to Qualifying and Re-Qualifying Drivers

The Chief Referee may assign such duties to a qualified and accredited Unlimited Referee at an individual Race.

- b) The Chief Referee or his or her approved designee, shall be in attendance at all times at a Race (including Time Trials and testing).
- c) The Chief Referee, within **five (5) days** of the completion of the Race, shall forward to the Chairman a complete, written report on the regatta. This report shall also be available to the Board upon request. This report shall contain information regarding the race course and facilities, conduct of Race, Race Officials and other Participants, the inspection of Boats, medical exams of Drivers if dictated by circumstances, compliance with Rules, disciplinary actions, fines and penalties, comments and suggestions to improve the sport and race site.

2. Assistant Referees, Course Judges and Pit Radio Official

- a) Assistant Referees, Course Judges and Pit Radio Official (PRO) are designated at each Race by the Chief Referee. Each shall act as requested by the Chief Referee (or his or her designee.)
- b) Assistant Referees must (i) have at least five (5) years experience as an APBA inboard referee. It is recommended that any Course Judge and the PRO should be an experienced APBA referee or driver.

3. Drivers' Representative

- a) The Drivers' Representative is designated at each Race by the Chief Referee and shall act as requested by the Chief Referee (or his or her designee).
- b) The Drivers' Representative shall be, or have been a qualified Unlimited driver and not competing in Heats at that Race, otherwise an H1 Official or Race committee member may serve as Drivers' Representative.
- c) The Drivers' Representative shall act as a liaison between the Drivers and Race Officials on all matters regarding rule violations and interpretations and shall – as soon as practicable - verbally notify Owners and Drivers of any infraction and/or penalty.

- d) The Drivers' Representative shall remain in the Pit Area at all times during the Race. It is recommended that the Drivers' Representative be in the same area as the designated Pit Radio Official (PRO).
- e) The Drivers' Representative shall accompany any Driver who wishes to talk to any Race Official.

4. Other Officials

- a) The **Chief Inspector** is appointed, annually, by the Rules and Competition Committee.
- b) The **Chief Scorer** is appointed, annually, by the Rules and Competition Committee.
- c) The **Director of Rescue** is appointed, annually, by the Chairman the consent/approval of the H1 Board of Directors and shall act under the direction of the Chief Referee during any Race.

5. H1 Chairman of the Board

- a) The Chairman shall be the official representative and spokesperson for the organization in the conduct of all non-racing business activities.
- b) The Chairman shall serve as an advisor/consultant to the Race Officials during a Race for any matter not covered by the H1 Rules.
- c) The Chairman shall be the liaison with the Promoter for all business purposes and situations/activities not covered by the H1 Rules.
- d) The Chairman may assign such duties to the Executive Director, if any.

6. **Rules and Competition Committee.** The Rules and Competition Committee is a committee of the H1 Board of Directors created to establish, maintain, and regulate safe and fair competition. Specific duties and responsibilities of such Committee and its policies regarding "conflicts of interest" are determined by the H1 Board of Directors, from time to time.

7. **Non-Disclosure Agreement.** Race Officials shall not disclose to any individual or Race Team any information declared to be proprietary by any Race Team. This shall apply to information obtained in the performance of duties or otherwise. This nondisclosure agreement is binding until the termination of said Directors or Inspector's association with H1, **and for two years thereafter**. A non-disclosure agreement form shall be signed each year by the H1 Race Officials and kept on file with the H1 office. This non-disclosure policy shall not apply to information regarding anything used to circumvent Unlimited Rules and Regulations.

R. DISCIPLINE

1. Every Participant and including for the purposes of this Rule only, members of any committee, or members of the H1 Board of Directors (including any officer, spouse, partner, employee or agent of any of the above), may be subject to disciplinary action by H1 for "*unbecoming conduct*."
2. "*Unbecoming conduct*" is defined as any act or series of acts, omissions, appearance, or series of omissions, whether on or away from the race course, committed prior to, during or subsequent the H1 Race Season (basically, at any time) which: (1) tends to bring racing, H1, its Race Teams, Promoters, race sites and/or their Sponsors, into disrepute or to cause embarrassment to any of them (or degrades the H1 brand); (2) endangers the person or property of others; (3) constitutes dangerous, careless or reckless operation of boats or equipment; including, *without limitation*:
 - a) Tortuous or negligent interference with a contract or business relationship between H1 and any Promoter, Broadcast Partner or any H1 Series, Promoter, or Race Sponsor; or unauthorized communications with any of the same;
 - b) Making any statement and/or conduct (including via social media) tending to distract from the integrity or reputation of, or to discredit APBA, H1 (including the H1 Board of Directors), any Promoter and any of their Sponsors, or the sport of boat racing;
 - c) Failing to comply with or any action contrary to the spirit or intent of any H1 Rule or Regulation, including, without limitation, regarding any protest or appeal or any prohibition thereof;

- d) The unauthorized inspection of another Participant's equipment (such unauthorized inspection shall include, without limitation, removing covers, using tools and/or measuring devices, or going aboard any team equipment without permission);
- e) Disclosure of any materials deemed "confidential information" of H1 or any other Participant;
- f) Entering the water or otherwise causing the stoppage of a Heat, in absence of a life-threatening situation existing under circumstances at the time;
- g) Causing anyone, including another Participant, to be thrown into the water at a race site;
- h) Interfering with H1 radio communications, including broadcasting on H1 Frequencies during a Heat.
- i) Use of improper language (including homophobic, racist, sexist, oppressive or otherwise derogatory, inflammatory, offensive or unprofessional language) directed at any other Participant or in general (including over H1 Radio Frequencies);
- j) Use of "tag-team" tactics or "team orders" to gain an unfair competitive advantage over another Participant at any time during a Heat or Race;
- k) Participation in Races or other on-water or on-line competitions, multi-boat testing sessions, programs or events neither approved nor sanctioned by H1;
- l) Violation of H1's Alcohol and Substance Abuse Policy; or
- m) Improper display of a Boat registration number (such as U-1 or a non-conforming number).

Conduct Unbecoming shall be determined in the sole discretion of Race Officials, the Executive Director (if any), or the Chairman, as applicable.

3. Penalties for unbecoming conduct may include:

- a) Fines of up to **\$10,000**;
- b) Suspensions for up to Twelve (12) Months; or
- c) Any combination of the same.

Fines shall be payable to H1 within five (5) days of notice of the infraction, and prior to any appeal allowed therefrom.

4. Enforcement of this rule by Race Officials acting through the Chief Referee (or his or her designee) may be made in connection with a Race — from arrival of the Participant at the race site until 24 hours after the Race shall have been completed. Enforcement of this rule by the Executive Director or Chairman may be made at any time, irrespective of a Race or the Racing Season.

5. Notification of any infraction under this rule may be made in person or in writing (including by email), but no later than (i) 24 hours of such determination by Race Officials, or (ii) within one week of such determination by the Chairman or Executive Director.

6. Any penalty levied hereunder may be appealed by the offending Participant.

- a) If enforcement was by Race Officials, such appeal shall be made to the Chairman;
- b) If enforcement was by the Chairman or Executive Director such appeal shall be made to the Chairman, who shall form a committee of at least three (3) disinterested Participants for review of such appeal.

Any appeal must be in writing and received by the Chairman within seven (7) days of notice of such infraction, and only following payment to H1 of any fine payable under **Paragraph 3** above. Any such appeal shall be ruled upon within thirty (30) days of receipt of the appeal, otherwise the penalty shall be vacated.

7. **ANY SUCH RULING OR DECISION MADE BY THE CHAIRMAN OR COMMITTEE ON THE APPEAL SHALL BE FINAL, CONCLUSIVE AND NON-APPEALABLE THROUGH ANY OTHER PROCESS, INCLUDING THE COURTS, APBA OR UIM.**

Any party involved in or affected by any such decision on appeal agrees to release and waive any and all claims that such party may now or hereafter have or possess arising out of or connected with such a decision against any other Participant or H1, whether for damages or for any other remedy or relief.

8. With respect to any offending party claiming to not to be a "Participant" as defined herein, and in their opinion not subject to this rule, or any Participant failing to comply with such penalty or fine levied under **Paragraph 3** above, such party may be prohibited from participating in or attending any H1 Event, including accessing any H1 or Promoter controlled area (such as in any area of admission or hot or cold Pit area or any area near or adjacent to Race Officials) at any and all H1 race sites for a period of up to ten (10) years. However, such prohibition may be converted by H1 to a penalty under **Paragraph 3** above at any time such party expresses a desire to become and becomes a Participant and adheres to such penalty.

S. CREDENTIALS

All Participants shall properly display any required H1 Credentials at all times during the Event, in the manner proscribed in the H1 Credential Policy; otherwise, they may be denied access to the Race, Pit Area or other restricted areas, as applicable.

T. ALCOHOL AND CONTROLLED SUBSTANCE POLICY

1. H1 shall enforce a **zero-tolerance** policy regarding the use of alcoholic beverages and Controlled Substances.
2. Participants are prohibited from using, having in their system, possessing, purchasing, selling and/or participating in the distribution of any drug that is illegal to possess, use, and/or distribute by the laws of the United States of America and/or any of its 50 states, regardless of the amount, at any time. Illegal acquisition and/or illegal distribution of any prescription or over-the-counter medication are strictly prohibited **at any time**.
3. All Participants are prohibited from consuming any alcoholic beverage or using any unprescribed Controlled Substances **during a Race** (including testing and Time Trials) starting with the first activity each day of the published schedule to 30 minutes after the last scheduled activity is complete or cancelled for the day.
4. All Participants are prohibited from **entering the Pit Area** or any other restricted areas after having consumed or while under the influence of alcohol or a Controlled Substance.
5. Drivers and Race Officials shall also:
 - a) Not consume alcohol **during the twelve (12) hour period immediately** prior to the first on-course activity of the Race Day (including Time Trials and testing). For alcohol consumption, a failed test is a **BAC of 0.02** percent.
 - b) Under no circumstances consume a Controlled Substance **at any time during the Event**.
6. Random testing may be performed at any time, including upon reasonable suspicion.
7. Anyone who is found violating this rule or refusing to cooperate shall immediately be:
 - a) relieved of any assigned duties;
 - b) ejected from the Pit Area (and other restricted areas);
 - c) required to forfeit any H1 or Race credentials.
 - d) disqualified from participating in the Race, in any capacity; and
 - e) subject to disciplinary action for Unbecoming Conduct as set forth in **Rule R** above.

U. H1 SPONSORS, ADVERTISING AND PROMOTIONAL ACTIVITIES POLICY

1. Race Teams have the right to advertise and promote their Sponsor's products and services by means of lettering and graphics on their Boats, tow vehicles and Driver's and Pit Crew uniforms. Also, reasonably sized Sponsor's posters, banners and signs may be displayed within the Race Team's assigned Pit Area. No such signage shall be permitted on fence area surrounding the Pits (hot or cold).
2. All other areas associated with the Event, including any H1 identified host hotel, are under the control of H1 or

the Promoter (as may be set forth in the Sanction Agreement). Race Teams may not enter into any agreements to sell, promote or advertise any product or service in these areas or outside the areas identified in **Paragraph 1** immediately above.

3. Advertising, pictures and/or lettering on Boats, tow vehicles, Pit Crew uniforms, banners, posters and signs, which may be of questionable taste, or offensive in nature, is specifically prohibited.
4. Pit Crew and Driver Uniforms are mandatory during the Race, including testing, Time Trials, autograph sessions and any and all award presentation ceremonies. It is mandatory that H1 series, title and/or highpoint Sponsor uniform patches be displayed at all times while participating at any Event in the locations indicated on diagrams furnished by H1.
 - a) Patches shall be in the size indicated by H1.
 - b) Patches shall be provided by the applicable Sponsor or H1.
 - c) Drivers and Crew Member's uniforms are subject to inspection at any time during an Event.
5. H1 required Boat graphics are as set forth in the **H1 Technical Manual**.
6. Attendance at Drivers' autograph sessions hosted by the Promoter during the Event is mandatory for all Drivers. Attendance at any awards ceremony is mandatory for the 1st, 2nd and 3rd place Drivers, and encouraged for all Participants.

V. SPECIAL GOLD CUP RULE

1. **Time Trials** Time Trials shall consist of three (3) continuously run laps over the official certified course, with a required minimum average speed for any two consecutive laps of 130 mph. (The average shall be calculated from the first and second laps run, or the second and third laps run, but not the first and third.)
2. **Race**
 - a) The contest shall be scheduled as a two-day regatta.
 - b) Promoter and H1 shall mutually agree, at the time of the award, but in no case later than the execution of the Sanction Agreement, whether:
 - (i) there will be three (3) or four (4) preliminary Heats, and
 - (ii) preliminary Heats will consist of three (3) or four (4) laps.
 - c) All Heats of the preliminary Heat sections must be declared completed before the Race is declared a contest. If sufficient Heats have been completed so that a contest may be declared on the expiration of the sanction, then there shall be no extension of the sanction, and the Race shall be declared a contest at the end of the time specified for the sanction.
 - d) Unless specifically covered under these Gold Cup Racing Rules, the current H1 Rules and Regulations shall be used.
 - e) The Gold Cup Sanction Agreement shall include provisions for completing the event on the Monday following the scheduled Race (should conditions warrant).

W. COMPETITION DIRECTIVES.

H1 may publish Competition Directives (CD) during the Racing Season to amend, clarify or interpret any of its Rules and Regulations, including these General Rules. A Competition Directive shall become effective upon the date of publication by H1, regardless of when a Race Team receives actual notice thereof. The Chief Scorer shall arrange to post each Competition Directive on the H1 Website immediately upon its approval, and promptly email a copy of same to each registered Owner.

[END]