



Smithfield®

2019 North Carolina Ducks Unlimited Band the Billfish Tournament Rules www.ncdubillfish.com

1. This is a rod and reel, hook and line tournament. Double line and leader combined may not exceed 40 ft; neither of which may exceed 30 ft. The following practices are illegal in this tournament: a) use of handline or rope attached to the line or leader; b) shooting, harpooning, or lancing; and c) the transfer of any participant from one boat to another to aid in the landing of the fish. Non-offset circle hooks are mandatory when deploying natural bait or natural bait/artificial lures. "J" hooks are allowed on artificial lures only.
2. All boats must be entered and all fees paid prior to fishing to qualify for prizes, trophies and awards. In the event of mechanical breakdown after the start of the tournament a substitute boat may be allowed. Any change of vessels from the original registration must be submitted and approved by the Tournament Committee and will be allowed only if the original boat becomes disabled. Failure to receive approval will result in disqualification.
3. All boats must be represented at the Captains' meeting held on July 24, 2019 at 7:00 pm at the Crystal Coast Civic Center. All participants are expected to have read and comply with the rules, including any changes that may take place at the Captains Meeting, and agree to comply with them. Signature of the entry form constitutes acknowledgement of rules compliance.
4. **This Tournament is Captain's Choice format**, fishing 2 out of 3 days. Fishing days are July 25, 26, & 27, 2019. Lay day forms must be filled out online at www.ncdubillfish.com or dropped off at the official weigh station prior to the start of fishing on the day chosen for a lay day. The form must be signed or submitted by a

member of the boat's crew and must include the complete boat name as entered in the tournament. If a boat does not declare a day as a non-fishing Lay Day, the Tournament Committee will automatically count that day as a fishing day.

Fishing days – participants chose 2 of the 3 following days:

- **Day 1** - Thursday, July 25, 2019 - 9:00 – 3:00 PM
- **Day 2** - Friday, July 26, 2019 – 9:00 – 3:00 PM
- **Day 3** - Saturday, July 27, 2019 – 8:00 – 2:00 PM

Scales will close at 6:30 p.m. on Day's 1 & 2 and 5:30 p.m. on Day 3.

No vessel or team is to deploy any lines, teasers, dredges, chum or bait prior to the official starting times or after the daily stop time. Official Fishing time is Continuous GPS time.

All billfish must be reported to TOURNAMENT HEADQUARTERS when hooked, lost, boated or released. Radio frequency shall be **VHF CHANNEL 72**. **Any fish hooked during fishing hours of any of the 3 days may be played until caught or released.** Official weigh station will be the Big Rock Weigh Station unless other weigh stations are designated by the Rules Committee. The weigh-in deadline will be extended for boats which are fighting a billfish at the end of each day. However, once the fight is over the captain must make every effort to get to weigh-in as quickly as possible.

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- 8 All fishing will be done between Loran Coordinates North 40275 and South 39200. Any fish hooked up outside these boundaries will be disqualified.
- 8 Score/Release sheets must be turned in before the scales close each day at the tournament headquarters located at the Big Rock Weigh Station. Score/Release sheets showing catch and daily points (in categories) must be signed by the team captain and the boat captain. Score/Release sheets will be in the captain's bag and will be available at the tournament headquarters daily at the Big Rock Weigh Station. Score/Release sheets can be filled out and scanned to the Tournament Committee but these must be received before scales are closed on each day of fishing.
- 8 Protests must be submitted in writing and turned in to the tournament officials before 6:30 p.m. on Day's 1 & 2 and 5:30 p.m. on Day 3 or within 1/2 hour after the fish is officially weighed, whichever is later. Any decision by the Tournament Rules Committee will be final.
- 8 There is no Weather Committee. The choice to fish is by team or captain's discretion.
- 9 The tournament will recognize a 110" minimum length and/or 400 pounds on Billfish to be weighed. This length is measured from tip of lower jaw to the fork of the tail. Any fish brought to the dock less than 110" and 400 pounds will be disqualified. In

the event a blue marlin does not meet these qualifications, the fish will be disqualified, and the boat will be penalized four hundred pounds from the weight of the largest blue marlin weighed in by the boat during the week. In addition, a penalty of four hundred points will be taken away from the total of release points accumulated by said boat. No official weigh slip will be given for any disqualified fish. In the event a blue marlin is boated or gaffed, the fish shall be presented at the official weigh station; if not presented the 400 point penalties will incur. A fish is boated when it breaks the plane of the boat. The weigh master has the right to refuse any fish in his sole discretion. Additionally, all fish must adhere to State and Federal Fisheries regulations to qualify for prizes in this tournament.

10. To be considered a release, the crew cannot have attempted to boat or gaff the fish. In order for a billfish to be counted as a release, a member of the fishing team or crewmember must touch the leader. A fish is boated when any portion of the fish breaks the plane of the boat. A released Blue Marlin will be awarded 400 points. All other released billfish will be awarded 150 points. All billfish are to be released except those in excess of 110" fork length or 400 pounds, and then it is up to the crew whether or not they want to take the fish. Billfish which meet a minimum (110" and/or 400 lbs.) to 499 lbs. will be awarded 1 point per pound. Billfish which weigh 500 lbs. to 699 lbs. will be awarded 2 points per pound. Billfish weighing 700 lbs. and over will be awarded 3 points per pound.

You must enter Level 1 to enter Level 2!!

11. Any billfish gaffed or boated to determine if it meets minimums is a taken fish and is not eligible for release points. All fish except taken fish must remain in the water to be counted as a released fish. Nothing can be put inside any fish to enhance its weight; i.e. water, ice, weights or other fish.
12. All participating boats must adhere to state and federal regulations to qualify for prizes. Atlantic Tuna/ HMS Permit Required - Automated Permitting System - 888-USA-TUNA (872-8862). Permits may also be obtained at www.hmspermits.noaa.gov

All participants must adhere to the North Carolina Coastal Recreational License. Call 1 -800-682-2632 or DMF 1-252-756-7021 for information.

13. First, second, and third place winners in the Bluewater Category (Level 1) are not eligible for daily prizes.
14. All fish must be weighed in on the day they are caught and must be in fresh edible condition fit for human consumption. One wahoo, tuna (yellowfin, bigeye) and dolphin (sport fish) may be weighed by each boat per day. The total poundage of these fish will serve as tie breakers for awards and prizes in the Bluewater (Level 1) & Transportation Impact (Level 2) Categories. Only one of each species of fish per boat can be weighed per day. Sport fish to be weighed may be transported to the weigh

station by chase boat or on board the boat on which the fish was caught with the daily catch report and a member of the fishing team. Sport fish only break ties and cannot win anything by themselves except designated sport fish categories. The largest dolphin can count in both the Sportfish and the First Bank Largest Dolphin Categories.

15. If there is only 1 winner in Level I or Level II categories then they take 100%, if only 2 winner's prize money will be split 60% - 40%. If no winners in Level I, Level II, or the largest blue marlin category, then those respective monies will be returned. If there is not a winner of a daily, that prize money will be added to Level I category three place finisher's purse. The rest of the paragraph will be the same. If one or two of the sport fish species are not weighed in, then that winning money will be pro-rated between the other winners in the Sportfish Category. If Tournament is called for reasons beyond our control, all social events will be held if possible, entry fees will be retained to help defer Tournament expenses and competition monies will be refunded.
16. **OUTBOARD LEVEL \$500** - Entry in this level is restricted to outboard boats only. No inboards, inboard-outboards, jet powered or airboats permitted. No sailboats permitted. Any hybrid or combination engine boat will not be eligible for prizes in this level. To be eligible for prize money, a blue marlin must weigh at least 400 pounds or measure at least 110". If no blue marlin are caught, the winners will be determined by release points. If no billfish are caught or released, winners will be determined by the largest gamefish, (yellowfin tuna, dolphin, wahoo). **Prize money for the Outboard Level is as follows: 50%/first place, 30%/second place and 20%/ third place or 60/40 for two places.** Winners may be polygraphed. All other NCDU Billfish Tournament rules are enforced for this level. Entrants must enter Category #1 Tournament Entry and may enter additional levels as stated in NCDU Billfish Tournament rules.
17. Polygraph test will be mandatory and shall be administered to the top money winners (captains or mates only). ALL winners are subject to polygraph testing. Refusals to take the test will result in immediate disqualification. Any candidate who is impaired by drugs or alcohol will immediately cause their boat to be disqualified. In the event that a boat designates a release as a Blue Marlin on the score sheet and the Captain or Mate cannot successfully pass the polygraph as to the same, that fish will be disallowed for all categories and the boat will be penalized 400 points.
18. Sport fish (tuna/dolphin/wahoo) of the boat will serve as tie breakers for Youth and Lady Angler.
19. Tournament winner is the boat with the most points. Prizes will be split if there is a tie after sport fish tiebreakers.
20. Weighed fish remain the property of the boat on which they were caught.

21. Rulings of the committee on all issues will be FINAL
22. All releasing and taking of Billfish must be radioed to the committee boat immediately.
23. Fish can be transferred to another boat to meet the weigh in deadline. They must be accompanied by the angler, responsible team member and with the daily catch report.
24. To win the Grand Slam Category the boat must be the first to catch one Blue Marlin, one White Marlin and one Sailfish on the **SAME DAY** during the tournament. A boated undersize Blue Marlin per the rules will be disqualified and will not count in the Bedlam Vodka Grand Slam Category. If no boat does this, then all eligible funds will be carried forward to the 2019 tournament and tournaments thereafter until we have a winner. Winners will be subject to a polygraph. Ties will be awarded to the first boat called in to the committee boat. If there is still a tie, the boat with the most tournament points and total poundage of meat fish will be the winner.
25. All Prize monies will be mailed to the respective winners within 10 days of the completion of the tournament.
26. **Binding Arbitration** - In the event the Tournament Organizers/Rules Committee cannot render or refuses to render a final and binding decision with respect to any dispute, claim, difference, or controversy under review, the matter shall be resolved by binding arbitration under the commercial arbitration rules of the American Arbitration Association. The decision rendered in arbitration shall be in writing and shall be final and binding upon all parties. The parties shall have no further recourse, except as provided for by the commercial rules of the American Arbitration Association. Once the decision is rendered, it will produce the effect of "res judicata" and the parties shall fully comply with the decision without delay. The participants specifically waive any right to a trial by judge or jury.

*Rules may be changed by tournament committee. Any changes will be announced at the Captains Party meeting July 18, 2018.

FEDERAL AND STATE REGULATIONS - All vessels and participants shall comply with North Carolina and Federal Fisheries laws and regulations regarding fishing licenses, vessel permits, fishing gear, season size limits and bag limits. Participants shall also adhere to all NC Ducks Unlimited Tournament rules as contained herein.

27. **DISPUTE RESOLUTION** – A protest by one participant against the catch of another must be submitted in accordance with Rule 16. All other disputes, controversies, or claims of any kind arising out of or relating to the Tournament (hereinafter, "dispute" or "disputes"), including, but not limited to, all disputes concerning decisions by Tournament Officials, Boards, or Committees, must be submitted in writing to the Rules Committee no later than 5:00 p.m. on the last fishing day of the Tournament. Failure to

submit any such disputes in writing by that date and time shall constitute a waiver and release of any and all such disputes.

In the event of any dispute arising out of or relating to the Tournament in any way, the interested parties shall use their best efforts to settle such dispute by mutual agreement. To this effect, responsible, authorized representatives of the interest parties shall meet, consult, and negotiate with each other in good faith (with or without a third-party mediator, as they may choose) and attempt to reach a mutually satisfactory solution. In the event they do not reach such a solution within a period of five (5) days after the first notice by any party to any other of the existence of the dispute, then without waiving any other provisions in these Rules concerning the absolute discretion and finality of decisions made by the Tournament Officials, Boards, or Committees, the sole and exclusive means for resolution of any dispute shall be the procedures set forth below:

- a) The dispute shall be submitted to arbitration under the North Carolina Revised Uniform Arbitration Act, Chapter 1, Article 45C of the North Carolina General Statutes.
- b) All negotiations, mediations, and arbitration hearings shall take place in Morehead City, North Carolina, or such other places the interested parties may agree upon in writing.
- c) The arbitration shall be conducted by a single arbitrator who is a retired North Carolina state or federal judge or an attorney whose practice experience includes commercial litigation. The arbitrator must be a resident of the State of North Carolina. In the event the interested parties cannot agree upon an arbitrator, the decision shall be made by a Resident Superior Court Judge of Carteret County, North Carolina.
- d) Prior to any arbitration hearing, limited discovery shall be permitted for the purpose of obtaining production of documents and taking depositions. All discovery shall be governed by the North Carolina Rules of Civil Procedure. All issues regarding discovery requests shall be decided by the arbitrator. All discovery shall be completed within 90 days after the selection of the arbitrator; provided, however, that the arbitrator shall have the authority to extend or reduce the time for discovery in a manner consistent with a general desire for expedited resolution of the dispute.
- e) All fees and expenses for the arbitration shall be borne by the parties equally. However, each party shall bear the expense of said party's own counsel, experts, witnesses, and preparation and presentation of proofs. Only in the case of extreme abuse of the procedure may the arbitrator reallocate such costs and expenses among the parties.
- f) Any arbitral award may be enforced by an action in the Superior Court of Carteret County.

The terms and conditions of this Agreement shall be construed, interpreted, and enforced under the laws and judicial decisions of the State of North Carolina, notwithstanding any principle of conflicts of law. In the event any part of this Agreement shall be declared illegal, invalid, or void, such declaration shall not affect the validity of any of the other terms or provisions of this document.

- 28. VIOLATION OF RULES** - Any boat violating any of these Tournament Rules or any boat containing a participant violating any of these Tournament Rules is subject to disqualification from the Tournament (unless another sanction for a particular violation

is expressly set forth herein). By participating in the Tournament, all participants acknowledge that all Tournament Rules are material and that disqualification is a permitted and appropriate sanction for any violation of any Tournament Rules. Decisions regarding the interpretation of Rules, violation of Rules, penalties, and the suspension of any Rules or penalties will be made by Rules Committee and/or Board of Directors in their sole and absolute discretion. All decisions by Rules Committee and/or Board of Directors are final and are not subject to further challenge by participants.