



## LEGAL RULES OF OPENING ARCOmadrid 2025 COMPETITION

### 1. TERMS AND CONDITIONS AND COMPETITION OBJECTIVE

The organiser of the competition is the Institución Ferial de Madrid (hereinafter referred to as the Organiser/IFEMA) [Tax ID number. Q-2873018B], whose registered office is at Avenida del Partenón, 5 (28042), Madrid. The OPENING ARCOmadrid 2025 COMPETITION is organized within the framework of ARCOmadrid 2025 and it consists of a prize for the best project featured in the Opening section of the event. Within the framework of the event ARCOmadrid 2025, IFEMA MADRID is organising a Section called "OPENING ARCOmadrid 2025" which consists of a curatorial section at the invitation of ARCOmadrid. This Section is open to Galleries that meet the single requirement of having been established less than 7 years ago.

The purpose of these Terms and Conditions is to regulate the participation in the aforementioned Competition.

These Terms and Conditions will be published on the IFEMA MADRID ARCOmadrid 2025 website, and will also be sent by e-mail with acknowledgement of receipt to all participating galleries included "OPENING ARCOmadrid 2025" section. These terms and conditions may be, however, modified, in which case the participants will be notified in due time and form.

The winner will be announced by the ARCOmadrid Press team, on social media and in the event official press releases on 5 March 2025, the first day of ARCOmadrid 2025.

### 2. REQUIREMENTS FOR PARTICIPANTS

The requirements for participation are as follows:

- Only galleries participating in the Opening Section of ARCOmadrid 2025, represented by a natural person with sufficient power of attorney may take part in this competition. A gallery participating in the Opening section of ARCOmadrid 2025 shall be understood to be any gallery that fulfils the requirements referred to in the previous section and has signed a contract with IFEMA MADRID to participate in ARCOmadrid 2025, which is sent through IFEMA MADRID's participation system (SALESFORCE).
- The personal details with which participants complete the registration form must be truthful and accurate, and IFEMA MADRID will not be held responsible if this is not the case.
- Participation in this competition implies full acceptance of these Terms and Conditions, and any declaration of non-acceptance will therefore imply the exclusion of the participant and, consequently, IFEMA MADRID will be released from the fulfilment of the obligation contracted with said participant.



All Galleries participating in the OPENING ARCOmadrid 2025 Section which, within twenty calendar days of the date of receiving the e-mail from IFEMA MADRID with these Legal Conditions, have acknowledged receipt of the e-mail and have not expressly stated their refusal to participate within ten calendar days of acknowledgement of receipt, shall be deemed to take part in the competition

### 3. PROPOSAL REQUIREMENTS AND SUBMISSION

Proposals submitted by participants must meet the following requirements:

- Projects must include the work of at least one artist.
- The work(s) presented at the stand must fall within the visual arts (including painting, drawing, comic, engraving, sculpture, mixed media, photography, installations, as well as any other medium of artistic expression, without limitation as of theme or technique.
- The project must contain artistic content that reflects the values of this section: New content at the ARCOmadrid fair, presentation of groundbreaking projects on a socio-cultural level, presentation of innovative content (artists/works/projects).
- The submission must include a stand project and works reflecting a coherent artistic concept.
- Respect and reflect the curatorial decisions taken by the curatorial team of the edition.
- The gallery work must promote the representation of artists and their projection on a cultural and market level.

The Proposals submitted must be original and must be free to use any ideas, images, contents or any other element incorporated in their presentation. The Participants shall be solely responsible for any infringement of any third-party rights, exempting and indemnifying the Organising Entity.

### 4. CRITERIA FOR SELECTING THE WINNERS

The Competition's winners will be determined by evaluation of their proposals by a jury consisting of five members from the jury of experts in Contemporary Art.

The proposals submitted will be evaluated if the jury has previously verified that the requirements for participation in this Competition have been met. In the event that the participation requirements have not been fulfilled, proposals will not be evaluated.

The evaluation criteria for accepted proposals shall be as follows:

- Quality of the artists and works exhibited, together with their artistic interest and projection on a cultural, institutional and market level.
- Quality of the project and representation of issues of social, cultural, political, territorial, natural, etc. importance.
- Projection of the gallery and the project in the art sector.



- Good positioning of the gallery project on a sociocultural level.
- Relevance of the gallery in its local cultural ecosystem and international projection.

In this regard, all participants in the Competition consent to the use of their personal data for the purpose of undertaking this competition and, where appropriate, the disclosure of their name and surname on the social networks pertaining to ARCOmadrid in the event of winning the prize. The personal data of the participants will be processed in accordance with the ninth (9) condition on data protection of these terms and conditions.

The jury will determine the winner in accordance with the stated criteria. The winner will be notified in accordance with the following section, and its decision will be final.

## 5. PRIZE AND AWARD CONDITIONS

The prize in this competition consists of a refund of the cost of the participation stand for participation in Opening at ARCOmadrid 2025 (€6,500).

IFEMA MADRID reserves the right to exchange the prize for another of similar characteristics and equal value without prior notice to the winner.

IFEMA MADRID will contact the winners by means of a phone call or in-person appointment and, if applicable, the people who have been chosen as runners-up using the details provided, and will publish the name(s) of the winner(s) on ARCOmadrid official website and social media. At the same time, personal data will be requested, in addition to a copy of their identification documents, in order to formalise the management of the awarding of the prize.

If the winner cannot be located within a maximum period of one week, does not accept the prize or has not complied with any of the rules set forth in these conditions, IFEMA MADRID[\*] reserves the right to decide whether the prize is not awarded or to appoint the second most valued gallery as the winner.

In the event that all participation in the Competition fails to comply with the conditions of participation indicated, IFEMA MADRID reserves the right to decide that the prize will not be awarded. IFEMA MADRID will not be held responsible for any issues with potential packages, relegating this responsibility to the courier company. Once the prize has been sent, IFEMA MADRID shall not be liable in any way for the possible loss or deterioration of the prize by the courier service or for its malfunction, and the winner shall be obliged to assert the commercial guarantee to the manufacturer of the device itself. To claim the prize, the winner must provide IFEMA MADRID with all the personal and tax details requested within 72 hours of being requested to do so. In addition, the winner must provide a photocopy of their ID card (DNI, TIE, or equivalent). IFEMAMADRID will then pay the withholding tax. Otherwise, the prize will be deemed to have been forfeited. Additionally, the ID card will be used to facilitate the identification of the winner and to verify data such as age and place of residence.



If it becomes evident that any of the participants do not comply with the requirements set out in the Terms and Conditions, or the data provided for participation are not valid, their participation will be considered null and void and they will be automatically excluded from the competition, losing all rights to the prizes awarded as part of this competition.

The prize awarded is personal and non-transferable, not subject to change, alteration or compensation at the request of the Participants, and cannot be exchanged for any other product or cash value.

A period of 10 calendar days from the date of the awarding of the prize is established to make any reasoned claim.

## 6. WAIVER OF LIABILITY

By way of example, but not limitation, the Organiser accepts no responsibility for possible losses, theft, delays, or any other circumstance attributable to third parties that may affect the running of the competition, nor does it accept responsibility for the use made by the participant with as regards the prize obtained from this competition.

The Organisation does not assume responsibility in cases of force majeure or fortuitous events that could prevent the competition or the total or partial enjoyment of the prize, in the event that this competition could not take place, either as a result of fraud detected, technical errors, or any other reason that is not under the control of the Organisation and that impacts the normal holding of the competition. Likewise, the Organiser reserves the right to cancel, modify, or suspend it, including it on the participation web page.

IFEMA MADRID will not assume any responsibility in the event that the proposal violates the rights of third parties in terms of intellectual, industrial or any other type of property, in any way, or if any dispute and/or litigation were to arise as a result of these violations.

## 7. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The participants of each candidacy shall guarantee, under their sole responsibility, compliance with the obligations and responsibilities of Royal Legislative Decree 1/1996 of 12 April, approving the revised text regarding the Intellectual Property Law. The participants of the candidature therefore release the Organisation of the prize from any responsibility derived from the infringement of intellectual and industrial property and/or image rights that could be affected, assuming all the costs and consequences of any claim in the field of intellectual and industrial property and/or image that could be derived from the presentation to this competition during and even after the end of their participation.

Each Participant takes part in this Competition on a voluntary basis and does not imply any transfer of rights or licence to use the intellectual and industrial property rights, know-how, industrial secrets or similar rights existing prior to their participation or generated externally to the Competition, in addition to the participation/proposal submitted.



The Organisers reserve the right to disseminate, free of charge to the Participant, the resolution of this competition and the personal details of the winning Participant in both internal and external media. The Participant accepts that he/she is not authorised to use the trademarks and logos of IFEMA MADRID [and the Organiser] other than those permitted in these terms and conditions.

The Participant accepts that he/she is not authorised or entitled to use the trademarks and logos of the fair or event in which this competition takes place, or those of IFEMA MADRID, other than those permitted in these terms and conditions.

The Organisation of the prize reserves the right to limit, in whole or in part, access to the prize by the candidate in the event of suspicion or actual knowledge that the participation of the interested party does not comply with that which is set forth in this section.

#### 8. TRANSFER OF IMAGE RIGHTS

Pursuant to the provisions of Organic Law 1/1982 of 5 May on the civil protection of the right to honour, personal and family privacy and one's own image (hereinafter Organic Law 1/1982), the Participant authorises the Organisation to process his/her image obtained as a result of his/her participation in the Competition, whether during his/her submission to the competition, during the public event, selection of finalists, or if he/she is the winner. Additionally, the participant authorises the Organisation to capture, reproduce and disseminate his/her image via the channels of information, dissemination, communication and promotion, provided that they are linked to the event in which he/she is participating, using all the technical means and media currently known and those that may be developed in the future, with the sole limitation of any use that breaches their honour in the terms set out in Organic Law 1/1982, without time or geographical limitation and without receiving any compensation whatsoever.

#### 9. DATA PROTECTION

In compliance with the provisions of the General Data Protection Regulation (GDPR), the personal data used in this Competition, or which may be provided in the future for participation, may be processed by IFEMA MADRID for the purpose of managing the relationship between the parties arising from the Opening ARCOmadrid 2025 competition and for no additional purpose other than those stated in these terms and conditions.

The parties shall not communicate the aforementioned personal data that may be obtained to any third parties, unless such communication is required for the execution or management of the purpose of the agreement, guaranteeing compliance with the applicable regulations. IFEMA MADRID shall not disclose personal data to third parties unless there is a legal obligation to do so.

The owners of personal data may exercise their rights of access, rectification, erasure, restriction of processing, objection and portability under the terms established in the applicable data protection regulations. These rights may be exercised by writing to the addresses of the parties set out in the heading including the reference "EXERCISE OF



RIGHTS". They may also seek the protection of the Spanish Data Protection Agency (AEPD) and consult the Parties' privacy and security policy.

In accordance with current legislation on personal data protection, the processing of personal data provided to us by way of the Competition entry form will be governed by the following provisions:

#### 1.1 Data controllers

IFEMA MADRID - Feria de Madrid (Q2873018B). Contact details for the Data Protection Officer: [protecciondedatos@ifema.es](mailto:protecciondedatos@ifema.es)

#### 1.2 Purpose of the processing:

Management of the participation of the contestants in the competition and publication of the winner.

If you have given your express consent for commercial communications, IFEMA MADRID may periodically send them to you by electronic or equivalent means (such as telephone, SMS or instant messaging) to inform you of the activities, content and services provided by IFEMA MADRID, in addition to content from its sponsors and third party companies related to the fairs.

#### 1.3 Terms and conditions for participation

The Participant gives his/her explicit consent to participate in the Competition by submitting the [whatever is submitted] and consequently accepts these terms and conditions, and in turn declares that he/she understands that his/her personal data will be processed for the sole purpose of managing this participation.

Furthermore, the Participant undertakes to inform those responsible of any changes to their personal data in order to ensure that they are always up to date and that no errors are present. The Participant also declares that the data provided by him/her are accurate and truthful.

IFEMA MADRID undertakes to always process your personal data as absolutely confidential and in accordance with the purposes set out in this clause. It will adopt the technical and organisational measures necessary to guarantee the security of your data and prevent alteration, loss, unauthorised processing or access, taking into account the state of technology, the nature of the data stored and the risks to which they are exposed, all in compliance with that which is set out in the Regulation.

Likewise, IFEMA MADRID may use the name and image of the participants in advertising or communications, both written and electronic, by any means of dissemination, regarding the Competition and its results, which it creates and undertakes in order to publicise the competition results. Participants may withdraw their consent for these purposes at any time

#### 1.4 Storage of personal data

Participants' personal data will be stored for the time deemed necessary to manage the Competition. Once completed, the data will be deleted from IFEMA MADRID's databases,



if it has been produced. If you have given your consent to receive commercial communications, your data will be retained until your consent is revoked.

In the event that the value of the prize exceeds a legally determined value, the data belonging to the winners of this Competition will be kept for the purpose of complying with the legal obligations deriving from the awarding of prizes exceeding a certain value (income tax declaration, communication to official bodies, etc.).

### 1.5 Recipients

Participants' data will not be communicated to third parties, unless legally obliged to do so or required by an administrative and/or judicial authority. However, Participants are expressly informed that it may be necessary to provide the Jury and, where appropriate, possible collaborating entities identified in these terms and conditions, with data that are essential for the evaluation of the Proposals and the award outcome.

### 1.6 Rights of the interested parties

Likewise, with the submission of the application the Participant is informed that he/she may exercise his/her rights of access, rectification, suppression, cancellation, opposition, limitation of processing and portability in the terms specified in the data protection legislation, by sending a communication to the following addresses, with the subject [\*"NAME OF THE COMPETITION- NAME OF THE EVENT"], to Avda. del Partenón, 5 (28042) de Madrid, or by email to [protecciondedatos@ifema.es](mailto:protecciondedatos@ifema.es).

You may submit a complaint to the Spanish Data Protection Agency, through their website [WWW.aepd.es](http://WWW.aepd.es).

## 10. TAX SYSTEM

Where appropriate, when required by the nature of the prize, as a condition for the prize to be awarded, the winner must sign a letter of acceptance of the prize, authorising IFEMA MADRID to make the corresponding withholding or payment on account on their behalf, as required by the applicable legal provisions.

The payment on account of Personal Income Tax or Corporate Income Tax that Ifema may be obliged to make as a result of the delivery of the Awards in kind shall be assumed by Ifema.

The winner of the Prize will be obliged to provide, within a maximum period of 24 hours of being requested to do so, all their tax details to Ifema so that the latter can comply with all the formal obligations arising from this competition.

Ifema will make available to the winner, within the legally established deadline, the certificates of any withholdings made in the benefit of tax authorities.

The winner will be responsible for complying with the tax and accounting obligations arising from obtaining the Prize. The assignment of the Prize to a third party does not exempt the winner from the winner's tax and accounting obligations.



## 11. OTHER CONDITIONS

IFEMA MADRID accepts no responsibility for any unauthorised use by third parties of the videos, images or content that may be submitted by participants. In particular, IFEMA MADRID disclaims any liability arising from the inappropriate use of the products displayed or presented by third parties by way of copying, manipulation, redistribution or any other form, in undesired environments or illicit links.

Likewise, IFEMA MADRID accepts no responsibility for the malfunctioning of the Internet, Facebook, social networks or the services on which its website is hosted.

IFEMA MADRID accepts no responsibility for any possible incidents on the social media platforms used for the Competition that may impact the running of the Competition and the awarding of the prize.

The Organization may choose not to hold the Competition if fewer than 5 galleries have registered by the start date stated.

## 12. INTERPRETATION AND MODIFICATION OF THE GENERAL TERMS AND CONDITIONS AND CANCELLATION OF THE COMPETITION

IFEMA MADRID has the authority to clarify and address any uncertainties arising from this Legal Basis and retains the right to modify or add to it, as long as it does not harm the Competition participants. IFEMA MADRID will inform participants by email from of any modifications made, and notification shall be sufficient to consider that participants have accepted the relevant modifications.

IFEMA MADRID reserves the right to make any changes and to cancel this Competition without just cause.

## 13. PUBLICITY, APPLICABLE LEGISLATION AND COMPETENT JURISDICTION

These Terms and Conditions are deposited and published on the ACRCO 2025 website and sent by e-mail with acknowledgement of receipt to the candidate galleries participating in the Opening ARCOmadrid 2025 competition with the due guarantees of publicity.

These Terms and Regulations are subject to the laws and regulations of Spain. Any related complaints should be sent, in writing, to Avenida del Partenón, 5 (28042) Madrid. In the event of any dispute in the application or interpretation of these rules and in the absence of an amicable agreement, any dispute shall be subject to the jurisdiction and competence of the Judges and Courts of Madrid.

## 14. FINAL PROVISIONS

Participation in this Competition implies unconditional acceptance of and compliance with these Terms and Conditions, and any declaration of non-acceptance will imply the exclusion of the participant.





Any questions or information should be addressed to:

SECRETARIAT OF ARCO

[secretariadearco@ifema.es](mailto:secretariadearco@ifema.es)

IFEMA MADRID