



## LEGAL TERMS AND CONDITIONS OF THE COMPETITION ENTITLED "Young Talent Award at Opening. New galleries at ARCOmadrid"

### 1. LEGAL TERMS AND CONDITIONS, AND PURPOSE OF THE COMPETITION

La Institución Ferial de Madrid (hereinafter, the organiser/IFEMA) with registered office at Avenida del Partenón, 5 (28042) Madrid, and Tax Identification Number Q-2873018B. Within the framework of ARCOmadrid 2025, a competition entitled "Young Talent at Opening. New galleries" at ARCOmadrid 2025, consists of awarding two artists whose work is shown in the section called Opening. New galleries at ARCOmadrid 2025. Within the framework of the Fair called ARCOmadrid 2025, IFEMA MADRID has organised a section called "OPENING. New galleries ARCOmadrid 2025" that consists of a curatorial section by invitation from ARCOmadrid sent by email to each gallery. Galleries that meet the criteria of having been in existence for no more than 7 years may participate in this section, and may submit the projects of between 1 and 4 artists.

The purpose of these legal terms and conditions is to regulate participation in the aforementioned competition.

These legal terms and conditions will be published on the IFEMA MADRID ARCOmadrid 2025 website, and will also be sent via email with acknowledgement of receipt to all participating galleries in the section under the name "OPENING. New galleries ARCOmadrid 2025". If conditions are modified, participants will be notified in a timely manner.

The winners will be announced through the ARCOmadrid PRESS team, on social media and in the fair's official press releases on 6 March, 2025, on day two of ARCOmadrid 2025.

### 2. PARTICIPANT REQUIREMENTS

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The requirements to participate are as follows:

- Only artists included in the projects presented by the participating galleries in the section Opening. New galleries at ARCOmadrid 2025 may participate in this competition. New galleries at ARCOmadrid 2025 It is understood that an artist participating in the Opening section. New galleries ARCOmadrid 2025, may be any person who has been presented as an artist in a gallery, has been selected by the curatorial team of the section and whose work is shown in the Opening section. New galleries ARCOmadrid 2025 by a gallery that has signed a participation contract with IFEMA MADRID for ARCOmadrid 2025, which is sent through the IFEMA MADRID participation system (SALESFORCE).
- Artists must be under 40 years of age, as this is one of ARCO MADRID's criteria for this competition to be considered as a young artist within the art circuit.



- The personal data provided by the participants in this competition must be true and accurate, and IFEMA MADRID shall not be held responsible otherwise. The participating artists must be able to provide IFEMA MADRID with the data, documents and information necessary for the execution of the contract and payment should they be selected as winners.
- Participation in this competition implies full acceptance of these legal terms and conditions. Any declaration of non-acceptance of these will result in the exclusion of the participant and, as a consequence, IFEMA MADRID will be released from fulfilling the obligation contracted with said participant.

It is understood that all the artists presented by the galleries participating in the "OPENING ARCOmadrid 2025" Section will participate in the competition, on the condition that they have acknowledged receipt of the e-mail sent by IFEMA MADRID containing these legal terms and conditions within twenty calendar days of the date on which it was sent, and that they have not expressly refused to participate within ten calendar days following the acknowledgement of receipt. Unless expressly stated otherwise by the gallery in an email to IFEMA MADRID within the same time limit of ten calendar days from the acknowledgement of receipt of the email received from IFEMA MADRID, it is understood that all the artists presented by the gallery in its documentation for participation in the Fair will participate in this competition. Any refusal to participate on the part of these artists must be expressly stated by them within ten days, by means of a specific declaration signed by them and sent by the gallery to IFEMA MADRID within ten days.

### 3. PROPOSAL AND PRESENTATION REQUIREMENTS

Proposals must meet the following requirements:

- Artists must exhibit at least one artwork in the booth of the gallery representing them in the Opening New Galleries section of ARCOmadrid 2025.
- The featured work(s) at the booth must be understood to be a visual art (painting, drawing, comic, engraving, sculpture, mixed media, photography, installation or any other medium of artistic expression, without limitation as to subject matter or technique).
- The artist's project presented at ARCOmadrid 2025 must contain artistic content that reflects the principles of the section: New content at the ARCOmadrid fair, presentation of groundbreaking projects at a socio-cultural level, presentation of innovative content (artists/works/projects).
- The artist must present a coherent artistic discourse, which must be reflected in the work exhibited.

The proposals submitted must be the original work of the creators, who must retain full rights to any ideas, images, content or other elements included in their submission. Participants shall be solely responsible for any possible infringement of any third party rights, and the organiser shall be indemnified and not held liable.



#### 4. CRITERIA FOR SELECTING THE WINNERS

The winners of this competition will be selected by a panel of 5 judges who are experts in contemporary art.

The proposals submitted will be evaluated when the panel has confirmed that they meet the conditions to participate in this competition. Submissions that do not meet the eligibility criteria will not be considered.

The evaluation criteria taken into account for accepted proposals are as follows:

- The quality of the artistic technique and artwork(s) exhibited, as well as their artistic merit and impact at a cultural/institutional and market level.
- The quality of the artistic project and representation of issues of importance on a social, cultural, political, territorial or natural level, etc.
- Impact of the artist and their discourse on the cultural sector.
- Work presented by the artist at important exhibitions and in private or public collections.

In this regard, all participants in the competition agree to their personal data being used for the purpose of carrying out this competition and, where applicable, to the publication of their name and surname on ARCOmadrid's social media in the event that they are awarded the prize. The personal data of the participants will be treated in accordance with condition nine (9) on data protection of these legal terms and conditions.

The panel of judges, taking into account the established criteria, will determine the 2 winners who will receive notification as provided in the following section, and their decision will be final.

#### 5. PRIZE AND DELIVERY CONDITIONS

The prize for this competition consists of a payment of €10,000 to each of the two winning artists with projects presented at the section Opening. New galleries at ARCOmadrid 2025.

IFEMA MADRID will contact the winners by phone using the contact information provided or call for an in-person appointment. This shall also apply should there be individuals who have been selected as reserve winners. IFEMA MADRID will publish the name of the winner(s) on the official ARCOmadrid website and the fair's social media. Personal data will be requested, along with a copy of the identification documentation of the winner/s, in order to formalise the prize delivery process.



If a winner cannot be located within a maximum period of one week, does not accept the prize or has breached any of the rules contained in these terms and conditions, IFEMA MADRID [\*] reserves the right to decide whether the prize will be void or to choose the gallery with the second highest score as the winner.

In the case that no participation in the competition is successful due to failure to comply with the indicated participation conditions, IFEMA MADRID reserves the right to decide that the prize will be void. IFEMA MADRID shall not be responsible for any problems that may occur with any packages, which shall be the responsibility of the courier company. Once the prize has been sent, IFEMA MADRID shall not be responsible in any way for any possible loss or damage to the prize by the courier service or for any malfunction of the latter, and the winner must make use of the commercial guarantee provided to the manufacturer of the device. To this end, the winner must provide IFEMA MADRID, within a maximum period of 72 hours from the time of being requested to do so, with all the personal and tax data requested, as well as a photocopy of their identity card or document, so that IFEMA MADRID can carry out the payment of this tax withholding; failing this, it shall be deemed as a waiver of the prize. In addition, the identity card or document will be used to facilitate the identification of the winner and to verify data such as age and place of residence.

If it is found that any of the participants do not meet the requirements set out in these terms and conditions, or that the data provided to participate is not valid, their participation will be considered null and void and they will be automatically excluded from the competition, forfeiting all rights to the prizes awarded in this competition.

The prize awarded is personal and non-transferable, and cannot be changed, altered or compensated for at the request of the participant's request, nor can it be exchanged for any other product or for its cash value.

Any justified claim must be made within 10 calendar days of the prize being awarded.

## 6. DISCLAIMER

By way of example, but without limitation, the organiser shall not be held responsible for any possible loss, theft, delay or any other circumstance attributable to third parties that may affect the course of the competition, nor shall it be responsible for the use made by the participant of the prize awarded by this competition.

The organiser shall not be held responsible in the event of force majeure or fortuitous events that may prevent the organisation of the contest or the full or partial enjoyment of the prize, should the contest not take place due to the detection of fraud, technical failures or any other reason beyond the organiser's control and affecting the normal course of the contest. Similarly, the organiser reserves the right to cancel, modify or suspend it, stating it on the participation website.

IFEMA MADRID shall not be held liable in the event that any submission in any way violates the rights of third parties in matters of intellectual, industrial or any other type of property, or in the event that these infringements give rise to disputes and/or litigation.



## 7. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The participants in the competition 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 of the Intellectual Property Law. Therefore, the participants in the competition release the organisers of the award from any liability arising from the violation of intellectual and industrial property rights and/or image that may affect them, assuming all costs and consequences of any claim in the field of intellectual and industrial property rights and/or image rights that may arise from their participation in this competition during and even after the end of their participation in this competition.

Participation in this competition is voluntary by each participant and does not imply any transfer of rights or licences to use intellectual and industrial property rights, know-how, trade secrets or similar rights existing prior to their participation or generated outside of it, nor with regard to the entry/proposal that is submitted.

The organisation reserves the right to disseminate, free of charge to the participant, the results of this competition and the personal data of the winning participant in internal and external media. The participant accepts that they are not authorised to use the brands and logos of IFEMA MADRID [and the organiser] in any way other than those permitted in these legal terms and conditions.

The participant accepts that they are not authorised or granted the right to use the brands and logos of the fair or event in which this competition takes place, or of IFEMA MADRID, other than those authorised in these legal terms and conditions.

The organiser of the award reserves the right to limit, in whole or in part, the candidate's access to the award if it suspects or has actual knowledge that the participation of the interested party does not comply with the provisions of this section.

## 8. TRANSFER OF IMAGE RIGHTS

In accordance with 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 their image as a result of their participation in the competition, whether during their presentation to the competition, during the course of the public event, selection of finalists or if they are the winner, and to the recording, reproduction and distribution of their image in information, dissemination, communication and promotion channels, always in relation to the event in which they are participating, using all currently known technical means and supports, and including those that may be developed in the future, with the sole limitation of that use that violates the honour in the terms provided for in Organic Law 1/1982, without time or geographical limitation and without receiving any compensation.



## 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 their participation, may be processed by IFEMA MADRID, in order to manage the contract between the parties, arising from the holding of the competition and for no other additional purpose, other than those indicated in these legal terms and conditions.

IFEMA MADRID shall not share the aforementioned personal data that may be obtained with third parties, unless such communication is necessary for the execution or management of the objective of the contract, guaranteeing compliance with current regulations. IFEMA MADRID will not transfer personal data to third parties unless there is a legal obligation.

The holders of the personal data may exercise their rights of access, rectification, cancellation, restriction of processing, opposition and portability in accordance with the provisions of the applicable data protection regulations. These rights may be exercised by sending a letter to the addresses of the parties listed in the heading, including the reference "EXERCISE OF RIGHTS". Likewise, they may seek the protection of the Spanish Data Protection Agency (AEPD) and consult the privacy and security policy of the parties.

In accordance with current regulations on the protection of personal data, the processing of personal data that you have provided to us through the competition registration form will be governed by the following:

### 1.1 Data controllers

IFEMA MADRID – Feria de Madrid (Q2873018B). Data Protection Officer contact: [protecciondedatos@ifema.es](mailto:protecciondedatos@ifema.es)

### 1.2 Purposes of the treatment:

To manage the participation of participants in the competition and publish the winner.

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

### 1.3 Legal terms and conditions for processing

The participant shall give their explicit consent to participate in the competition by submitting [artwork presented] and thus accepts these terms and conditions. In turn, they shall declare that they understand that their personal data will be processed for the sole purpose of managing such participation.

Furthermore, the participant undertakes to inform the data controllers of any changes to their personal data so that it is kept up to date and accurate. Furthermore, the participant declares that the data provided to us is accurate and truthful.

IFEMA MADRID undertakes to treat your personal data with absolute confidentiality at all times and in accordance with the purposes set out in this clause. It shall adopt the



necessary technical and organisational measures to guarantee the security of your data and prevent their alteration, loss, processing or unauthorised access, taking into account the state of the technology, the nature of the data stored and the risks to which they are exposed, all in accordance with the provisions of the regulation.

Likewise, IFEMA MADRID may use the names and images of the participants in advertising or communications, both written and electronic, and made by any means of dissemination, about the competition and its results, which it creates or carries out to disseminate the results of said competition. Participants may withdraw their consent for these purposes at any time.

#### 1.4 Storage of personal data

The personal data of the participants will be kept for the time necessary to manage the competition. Once completed, any data will be deleted from IFEMA MADRID's databases. If you have given your consent to receive commercial communications, your data will be retained until your consent has been revoked.

The data of the winners of this competition will be stored if the value of the prize exceeds a value set by law, in order to comply with the legal obligations arising from the delivery of prizes exceeding a certain value (personal income tax declaration, communication to official bodies).

#### 1.5 Recipients

The personal data of participants will not be disclosed to third parties, unless required by law and/or by a judicial or administrative authority. However, participants are expressly informed that it may be necessary to transfer essential data for the evaluation of the proposals and the decision of the panel of judges and, where appropriate, possible collaborating entities that have been identified in these terms and conditions.

#### 1.6 Rights of interested parties

Likewise, by submitting the application, the participant is informed that they may exercise their rights of access, rectification, deletion, cancellation, opposition, restriction of processing and portability in the terms established by the legislation on data protection by sending a communication to the following addresses indicating as subject [\*\*NAME OF THE COMPETITION - NAME OF THE EVENT], to Avda. del Partenón, 5 (28042) Madrid, or by email to: [protecciondedatos@ifema.es](mailto:protecciondedatos@ifema.es).

For oversight by the Spanish Data Protection Agency, click here: [WWW.aepd.es](http://WWW.aepd.es).

## 10. TAX REGIME

If the nature of the prize requires it necessary as a condition for its delivery, the winner may be required to sign a letter of acceptance of the prize, authorising IFEMA MADRID to make the corresponding withholding or payment on their behalf as required by current legal provisions.

Any payment of income tax or corporation tax that IFEMA may be required to make as a result of the delivery of the prizes in kind will be borne by IFEMA.



The winner of the prize is obliged to provide, within a maximum period of 24 hours from the date of the request, all of their tax information so that IFEMA can comply with all of the formal obligations arising from this competition.

IFEMA will provide the winner with the tax withholding certificates within the legal deadline.

It is the winner's responsibility to comply with the tax and accounting obligations associated with the prize. The transfer of the prize to a third party does not exempt the winner from their tax and accounting obligations.

#### 11. OTHER CONDITIONS

IFEMA MADRID is not responsible for any unauthorised use by third parties of videos, images or content that may be submitted by participants. In particular, IFEMA MADRID is exempt from any liability arising from the inappropriate use of the products displayed or presented by third parties through copying, manipulation, redistribution or any other means in undesirable environments or illegal links.

Likewise, IFEMA MADRID is not responsible for any malfunction of the Internet, Facebook, social media or the services on which its website is hosted.

IFEMA MADRID is not responsible for any possible incidents that may occur on the social media platforms used for the competition that may affect the course of the competition and the awarding of the prize..

The organisation reserves the right to cancel the competition if there are not more than 5 participating galleries at the start date.

#### 12. INTERPRETATION AND MODIFICATION OF THE GENERAL RULES AND CANCELLATION OF THE COMPETITION

IFEMA MADRID has the right to interpret and resolve any doubts that may arise from these legal terms and conditions and reserves the right to modify or expand these legal terms and conditions provided that this does not harm or undermine the rights of the participants in the competition. All notifications shall be made by email, and participants will be deemed to have accepted the modifications made.

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

#### 13. ADVERTISING, APPLICABLE LEGISLATION AND COMPETENT JURISDICTION

These legal terms and conditions will be deposited and published on the ACRCO 2025 website and sent by email with acknowledgement of receipt to the candidate galleries participating in the OPENING. New galleries ARCOmadrid 2025 section with the necessary advertising guarantees. It is the responsibility of the gallery to provide the artists whose work it submits with a copy of these legal terms and conditions for them to be considered





participants in this competition in accordance with the provisions of section 2 of these terms and conditions and, in this case, assume all the rights and obligations derived from them. For these purposes, the presumption of participation provided for in the aforementioned section 2 shall apply as stipulated therein.

These terms and conditions are subject to Spanish law. Any related claim must be sent in writing to Avenida del Partenón, 5 (28042) Madrid. In the event of any dispute relating to the application or interpretation of these terms and conditions, and in the absence of an amicable settlement, any dispute shall be subject to the jurisdiction and competence of the courts and tribunals of Madrid.

#### 14. FINAL PROVISIONS

Participation in this competition implies the unconditional acceptance and compliance with these legal terms and conditions, and any statement of non-acceptance of the same will entail the exclusion of the participant.

Any questions or information should be directed to:

ARCO SECRETARY OFFICE

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

IFEMA MADRID

February 2025