



LEGAL TERMS AND CONDITIONS FOR THE OPENING ARCOLisboa 2025 COMPETITION

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. As part of ARCOLisboa 2025, a Competition is being organised under the name of OPENING AWARD ARCOLisboa 2025, which will present an award to the best project in the Opening section of ARCOLisboa 2025. As part of the ARCOLisboa 2025 Fair, IFEMA MADRID is organising a section called "OPENING ARCOLisboa 2025" that will consist of a curatorial section. Participation is by invitation from ARCOLisboa. This section is open to galleries that meet the requirements for first-time participants at ARCOLisboa. They may participate in the OPENING ARCOLisboa section for two editions.

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

These legal terms and conditions, which will be published on the IFEMA MADRID ARCOLisboa 2025 website, will also be sent via email with acknowledgement of receipt to all galleries invited to participate in the "OPENING ARCOLisboa 2025" section. These terms and conditions may be subject to change, in which case the participants will be duly notified.

The winner will be announced by the ARCOLisboa PRESS team, on social media and in the fair's official press releases on 29 May, 2025, on day one of ARCOLisboa 2025.

2. PARTICIPANT REQUIREMENTS

The requirements to participate are as follows:

- Only galleries participating in the Opening section of ARCOLisboa 2025, represented by a natural person with sufficient authority may take part in this competition. A gallery participating in the Opening section of ARCOLisboa 2025 is understood to be any gallery that fulfils the requirements set out in the previous section and has signed a contract with IFEMA MADRID to participate in ARCOLisboa 2025, which must be sent through (SALESFORCE) IFEMA MADRID's participation system.
- The personal details provided by the participants in the registration form for this competition must be truthful and accurate, and IFEMA MADRID shall not be held responsible should this not be the case.
- 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 will be understood that all galleries participating at "OPENING ARCOLisboa 2025" that within twenty calendar days of receiving the email from IFEMA MADRID, (which sets out these terms and conditions) and which, during the ten calendar days from the acknowledged date of receipt did not then expressly refuse to take part, will be participating in the competition.

3. PROPOSAL AND PRESENTATION REQUIREMENTS

The Proposals submitted by the participants must meet the following requirements:

- Projects must present the work of at least one artist.
- The featured artwork(s) at the booth must be a work of visual art (painting, drawing, comic, engraving, sculpture, mixed media, photography, installation or any other artistic medium of expression, without limitation as to the topic or technique).
- The project must feature artistic content that reflects the principles of the section: New content at the ARCOLisboa fair, presentation of ground-breaking projects on a socio-cultural level, presentation of innovative content (artists/artworks/projects).
- A booth concept and artworks that reflect a coherent artistic project must be submitted.
- Respect and reflect the curatorial decisions made by the edition's curatorial team.
- The work submitted by the gallery must promote and represent the artist/s and their reach on both a cultural and market level.

The proposals submitted must be the original work by 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 winning work of this competition will be chosen by a panel of eight judges, all 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 the artwork(s) exhibited, as well as their artistic merit and impact on both a cultural/institutional and market level.



- The quality of the project and the depiction of relevant social, cultural, political, territorial or natural issues, etc.
- The reach of the gallery and the project in the artistic sector.
- Good positioning of the gallery's project on a socio-cultural level.
- The gallery's relevance to the cultural ecosystem in its region of origin and its international reach.
- Presentation of an innovative project and a ground-breaking discourse within the framework of the fair and contemporary artistic creation.

In this regard, all participants in the competition agree to their personal details being used for the purpose of carrying out this competition and, where applicable, to the publication of their name and surname on ARCOLisboa'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 winner, who will be notified as set out in the following section: this decision will be final.

5. PRIZE AND DELIVERY CONDITIONS

The competition prize consists of refunding the cost of the booth to participate in the ARCOLisboa 2025 Opening (€3,500 / €2,500)

IFEMA MADRID reserves the right, without prior notice to the winner, to replace the prize with another of similar characteristics and value.

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. The name of the winner/s will be announced on the official ARCOLisboa 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 set out 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 event 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 is 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 IFEMAMA-DRID 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, and including but not limited to, 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 being 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 details 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 Award ARCOLisboa 2025 competition and for no other purpose than those set out in these 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 legislation on the protection of personal data, the processing of personal data provided to us via the competition entry form is subject to the following provisions:

1.1 Data controllers

IFEMA MADRID – Feria de Madrid (Q2873018B). Data Protection Officer contact: 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 set out by the legislation on data protection by sending a communication to the following addresses with the following subject heading [*NAME OF THE COMPETITION – NAME OF THE EVENT], to Avda. del Partenón, 5 (28042) Madrid, or by email to: protecciondedatos@ifema.es.

For oversight by the Spanish Data Protection Agency, click here: WWW.aepd.es.

10. TAX REGIME

The prize will be subject to the applicable taxation in force at the time of its award, with regard to taxes, withholdings, and formal 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 ARCO 2025 website and sent by email with acknowledgement of receipt to the candidate galleries participating in Opening ARCOLisboa 2025 and with the corresponding guarantees of transparency.

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

IFEMA MADRID

31 March 2025