

TERMS AND CONDITIONS FOR THE ANIMARIO 2019 INTERNATIONAL SHORT FILM COMPETITIVE SECTION

1. INTRODUCTION

The MATADERO MADRID Centre for Contemporary Creation www.mataderomadrid.org is a space for cultural creation and production that welcomes all forms of contemporary artistic research and expression: plastic, visual, textual and performing arts, performance art pieces, design, digital and transmedia art, architecture, urban planning and other creative speculations that are difficult to categorise. Created in 2006 by Madrid City Council and located in a space of outstanding heritage and architectural value – the former slaughterhouse and cattle market of Legazpi –, Matadero Madrid encourages the convergence of different artistic languages in the quest for exchange and "contamination" between creators, to facilitate interdisciplinary practices.

The CINETECA MADRID, www.cinetecamadrid.com, is a space that is devoted to the projection, reflection and production of cinema in its artistic forms, designated by Madrid City Council to be the driving force behind the design and implementation of a new municipal policy in support of cinema and audiovisual creators.

Both spaces are managed by MADRID DESTINO CULTURA TURISMO Y NEGOCIO, S.A., whose registered office is at: Calle Conde Duque, 9-11 2a Planta, 28015 Madrid and whose Tax ID (CIF) is A-84073105

As part of its commitment to the creation and promotion of new languages and expressions of contemporary creation, Matadero Madrid and Cineteca Madrid are organising Animario. 2nd Madrid International Festival of Contemporary Animation, a festival dedicated to animated cinema in its contemporary expressions that does not however neglect the history of this technique

The 2nd edition of ANIMARIO will take place from 26 to 29 September 2019.

2. OBJECTIVES OF THE CALL

To open participation to works from all over the world, supporting a diversity of themes, styles and techniques, and placing special emphasis on those works that explore artistic avenues in dialogue with other disciplines, and that use animation in a particularly creative manner.

In this call, the principles of advertising, concurrency, equality, non-discrimination and transparency will be observed.

3. SECTION AND ANNOUNCED AWARD

INTERNATIONAL SHORT FILM COMPETITION

Open to all animation films, of whatsoever nationality, that have a duration of less than 30 minutes and that creatively work any form of animation.

The films will be eligible for the following awards:

- Award to the best short film, endowed with €5,000 and a diploma
- Jury Special Mention endowed with a diploma.

4. REQUIREMENTS FOR PARTICIPATION

- Any producer and/or director, any natural or legal person who hold the rights to the works and have previously undergone the selection process, may participate.
- All the works which are submitted to the competitive sections must have been completed after April 2018.
- The works must not have been released in the Community of Madrid (a première in Madrid is essential), and under no circumstances may they have been seen in another festival, exhibition, or similar, or on any TV
- The works will be presented in their original language. In the event of a version other than Spanish, a subtitled version in Spanish or English must be sent.
- Works have to be produced using any animation technique.
- As an exception, the Festival will accept films that are in an advanced assembly (rough cut) process. The selection committee may request the most up-to-date version of the work before making a final decision.

5. SELECTION PROCEDURE

- Management of Matadero Madrid and Cineteca Madrid will set up a Selection Committee comprising professionals and experts who will view and evaluate all the works received.
- This Selection Committee will be responsible for deciding which films are to form part of the festival programme and also the section each of the selected works will participate in, or if they will be programmed outside the competition. The Committee's decisions will be recorded in an official report.
- At the end of the selection process, the festival will notify its decision by email to those selected. Once their participation has been confirmed, the festival will publish the list of selected films on the web pages of Matadero Madrid and Cineteca Madrid.
- Once a film has been included and referenced in the programme, it may not be unilaterally withdrawn from the program.

6. REGISTRATION PROCESS

- The deadline for registering works proposed for any section of the Festival is 23 June 2019.
- Projects may apply by filling in the following online form <https://eu.jotform.com/form/91133269929364>
- DVD or other physical formats will not be accepted.

7. REQUIREMENTS FOR THE SELECTED FILMS

- The deadline for submission of screening copies of the selected films and their promotional materials is August 20th. The participants must pay for any shipping costs.
- The projection formats accepted by the Festival will be DCP, and high-definition digital file (H264 and PRORES). Exceptionally, following a prior agreement with the festival, copies in film format (16mm) may be accepted.
- All those selected for the competition must send without fail, a screening copy with English subtitles, in the event that that is not its original language, and the list of dialogues in Spanish or English.
- In addition to the screening copy, those selected must send an identical copy, with the same subtitling, in H264 format, which will serve as a backup.
- Those selected will send a digital file or a link with the option to download 30 seconds or one minute of their film for promotional purposes.
- The participants authorise the Festival Organisers to use these extracts of the films for their distribution in any communication media in order to promote the Festival. Furthermore, the Festival Organisers may use photographs and audiovisual images of the films and of the directors to promote the Festival or the cultural activity of Madrid Destino, as well as for the future creation of the Festival catalogue; under no circumstances may these be used for commercial purposes. This assignment is made for the maximum time established in the Intellectual Property Law until it enters the public domain and for all media, formats and territories. The sending of such an extract implies acceptance of all these conditions.
- The Festival management will forward a technical report to the owners or representatives of the films if they find any irregularities in the copy, and it reserves the right not to accept copies that, after they have been checked by the Festival's technical department, turn out to be unsuitable for screening.
- The copies in DCP files may be collected by their authors or returned by post by the Festival organisers to the address given in the registration form.

8. COMPOSITION AND PERFORMANCE OF THE JURY

- The Festival Management will elect the members of the Jury from among professionals of the cinematographic, artistic and cultural world.
- The award may not be declared void.
- The members of the Jury cannot award a prize ex-aequo.

- The decision of the Jury are final and will be published along with the reasons for the awards.

9. AWARD PAYMENT SYSTEM

50% of the prize money that appears in the published terms and conditions of the ANIMARIO 2019 Festival will go to the director of the film and the other 50% will go to the producer or the production company, should they be two different people or entities.

The award will be paid by bank transfer, according to Madrid Destino payment protocol, to the account indicated by the winners. The amount of the award will be subject to the corresponding withholdings and taxes, in accordance with prevailing legislation.

10. GRANTING OF AWARDS

Once the corresponding Jury have been duly convened, they will issue their decision, which will be reflected in the minutes that they will sign for this purpose; the interested party will be notified so that within a deadline of 30 calendar days, counted from the day following the one in which they receive the notification, they may communicate their acceptance of the proposed award and provide the documentation that is required in this document.

In this regard, it is hereby announced that the final granting of the award will only take place if the selected person meets all the legal requirements and those stipulated in the call for this edition, including the submission of the documents included in this document. All of these requisites are considered necessary to be eligible for the awards.

If you win an award, you must submit the following documentation within 30 calendar days. In the event that the producer and the director are not one and the same person, these documents must be submitted individually by each of them.

- 1.- Photocopy of the National ID document (DNI) or identity card of the signatory.
- 2.- Deed of incorporation of the entity or equivalent document from the country of origin.
- 3.- Deed of power of attorney or of the appointment of the signatory, or equivalent document from the country of origin.
- 4.- Certificate substantiating that the recipients of the Award hold the rights to the award-winning film.
- 5.- A form with the bank details for payment by transfer, which will be sent to you in the aforementioned notification.
- 6.- For those whose official tax residence is not in Spain, an official tax residence certificate. ^[L]_[SEP] Participants whose tax residence is not in Spanish territory must submit a tax residence certificate issued by the competent authorities in their country of residence, providing there is a bilateral agreement between the country of origin and Spain, and an affidavit stating that they are up to date in their obligations to the Spanish authorities insofar as their tax and social security obligations are concerned, if any. Otherwise, the corresponding non-resident withholding will have to be applied.
- 7.- In the case of films of Spanish nationality, an affidavit stating that they do not fall under any of the circumstances described in Article 71 of Law 9/2017 of 8 November on

Public Sector Contracts, approving the revised text of the Public Sector Contracts Law (TRLCSP), and that they are up to date with their tax obligations to the State Tax Administration Agency, Social Security and Madrid City Council. ^[1]_{SEP}

Once 30 calendar days have elapsed from acceptance of the award and once the required documentation has been submitted, the Festival Organisers will process the award and the notification to the winners.

11. FESTIVAL PROGRAMME

The Festival Management will establish the order and the date on which the selected film will be screened, reserving the right to screen it during the dates of the Festival in any of its sites, in accordance with the Festival programme.

12. INFORMATIONAL CLAUSE ON THE PROCESSING OF PERSONAL DATA

The participants accept that the personal data provided by virtue of this call will be included in a file owned by Madrid Destino Cultura Turismo y Negocio, S.A., with Tax ID (CIF) No. A-84073105 and registered offices in Madrid at the Conde Duque Cultural Centre, Calle Conde Duque, 9-11, 2º Planta (C.P. 28015), for the purpose of managing this call, its administrative management, invoicing (if applicable) and/or documentation.

In the event that the participant provides personal data of their collaborators, they must obtain their consent for the disclosure of their data to MADRID DESTINO for the same purpose. The participants and Madrid Destino undertake to respect at all times the prevailing regulations on the protection of personal data in the context of the operation of this Agreement, mainly Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), and Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights (LOPD) and its implementing provisions.

Purpose: The personal data of the participants will be included in the files of the parties involved for the purpose of managing and fulfilling the Call, and, where appropriate, the relationship established herein (including the management, the formalisation and archive of the binding documents, the management of accounts, and compliance with tax and invoicing obligations).

Recipients: Personal data will not be disclosed to third parties outside of the legal obligations (public administrations and judicial authorities if so requested; compliance with transparency and control or tax obligations, etc.) or those required to be able to invoice the service (management or financial agencies for the administration of payment and collection formalities whenever these exist). If it is necessary to collaborate with other companies for the provision of a service, the necessary data will be furnished solely in order to be able to provide the outsourced services.

Data storage period: Storage will be limited to the period necessary for the purposes of the contractual relationship and for the statutory period for civil, criminal, administrative or any other types of actions that might derive from the activity or service provided.

Lawful basis: Consent of the data subject and/or the performance of obligational commitments assumed.

Data Protection Officer: ComiteLOPD@madrid-destino.com MADRID DESTINO, with the above-mentioned registered offices and being the party responsible for the files, guarantees to the representatives and spokespeople of both parties that their data will be processed in accordance with the provisions of prevailing legislation. MADRID DESTINO undertakes to keep said data confidential, with the exceptions listed in the following paragraph, and to use the data in accordance with the purpose of the file. Nevertheless, in relation to the data of the legal representative, MADRID DESTINO, as a subject included within the scope of application of Law 19/2013 of 9 December on Transparency, Access to Public Information and Good Governance, is obliged to disclose, as well as publish on the corresponding website, the list of signed contracts, agreements and pacts, indicating the signatory parties, purpose, term, modifications made, the parties contracted to provide services and, where applicable, the financial obligations agreed upon. The Parties will only disclose such personal data as is appropriate, relevant and non-excessive in relation to the needs arising from this Call, guaranteeing that this data is accurate and up-to-date. The Parties likewise undertake to notify each other of any data that has been amended and/or that should be erased, without undue delay.

The representatives and spokespeople of the participant or the participant him or herself may exercise the corresponding rights to access, rectification, erasure, portability, restriction and objection by sending an email to the contact address of the Data Protection Officer (ComiteLOPD@madrid-destino.com), with the reference "Personal Data/Cineteca"; or if they prefer by sending a letter with the same reference to Registro, MADRID DESTINO, Centro Cultural Conde Duque, Calle Conde Duque 9-11, 28015 - Madrid. In both cases, the sender must attach a letter signed by the data owner, stating their registered address, and a copy of their National Identification Document or similar proof of identity.

13. PARTICIPANT'S IMAGE RIGHTS

The participants acknowledge that they may appear in images (photography, video, etc.) taken within the framework of this Award for their subsequent dissemination within the informative or promotional activity of Madrid Destino, and hereby authorise such promotional use.

All of this with provisos and limitation on uses and applications that infringe the right to honour in the terms set out in Organic Law 1/1982 of 5 May on the Civil Protection of the Right to Honour, to Personal and Family Privacy and to One's Own Image. Any other use outside the above scope is expressly excluded from this authorisation.

14. ACCEPTANCE OF THE CONDITIONS OF THE CALL

By submitting the duly signed participation form, the signatory confirms his or her participation in this call; doing so implies the candidates' acceptance of all the terms and conditions.

Failure to comply with any of the requirements of this call will result in the participant being excluded from this contest.

In the event of any doubts or discrepancies in the interpretation of any of these rules, the Festival organisers will make an interpretation in accordance with the spirit and purpose for which this contest has been created.

The rules of this contest will be available during the period in which it is in force in the pages in which the Festival is disseminated.

15. CONFLICT RESOLUTION

To resolve any issue or dispute arising out of the call, please write to Madrid Destino so that both parties may reach an amicable resolution. Were such amicable settlement not to be reached, the parties, expressly waiving their own jurisdiction, submit themselves to the Courts of the city of Madrid.

In Madrid, on 29 April 2019