

TERMS AND CONDITIONS FOR THE ANIMARIO 2021 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.

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, 4rd 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 4rd edition of ANIMARIO will take place from 10 to 14 November 2021 in its on-site version, and from 15 to 21 November in its online version.

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
- 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 2020.
- The works must not have been released in the Community of Madrid (a première in Madrid is essential), although works that have participated in online festivals in a limited form will be admitted. 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 produced using any animation technique will be admitted.
- As an exception, the Festival will accept films that are in an advanced editing (*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.
- The Selection Committee will be comprised by four members: the artistic director of Cineteca Madrid, two programmers from Cineteca Madrid, and the festival curator.
- Those persons with interests in the production and/or commercialization of the works submitted to the present contest will be able to comprise the Selection Committee.
- The Selection Committee's deliberations will be confidential and their agreements adopted by a simple majority
- The 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.



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- 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.

- Alternatively, the terms and conditions, as well as the sessions of the festival may fall under the scope of article 17 of Law 40/2015 of October 1 on the Public Sector Contracts Law.

6. REGISTRATION PROCESS

- The registration of works proposed for any section of the Festival must be made until the 23rd July 2021.

- Projects may apply by filling in the following online form:
<https://eu.jotform.com/build/211592998863373>

- 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 October 10th 2021. The participants must pay for any shipping costs.

- The projection formats accepted by the Festival will only be high-definition digital file (H264 and PRORES), and DCP without encryption, sent by digital transfer (no physical media). The festival will accept 16mm films under request.

- 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.



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- 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 contest winner will be made public in the closing ceremony of the Animario Festival in its on-site version and will be published online in the festival's website.

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 jury will be comprised by three members.
- The award may not be declared void.
- The jury will select the best short film from the international competitive section attending to its capacity to employ the languages, techniques, and resources of animation in a contemporary and creative fashion.
- The jury will take its decision, after proper deliberation, by agreement of all parties.
- The decision taken by the jury will be recorded in the minutes, which will be signed by all jury members, and will include the name of the winner. The minutes must be substantiated.
- The meetings and decisions of the jury may take place, attending to the circumstances, either virtually, or on-site if circumstances allow.
- The members of the Jury cannot award a prize ex-aequo.
- The decisions of the Jury are final and will be published along with the reasons for the awards.
- Alternatively, the terms and conditions, as well as the sessions of the festival may fall under the scope of article 17 of Law 40/2015 of October 1 on the Public Sector Contracts Law.



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9. AWARD PAYMENT SYSTEM

50% of the prize money that appears in the published terms and conditions of the ANIMARIO 2020 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 same will be subject to the withholdings and taxes that correspond, in accordance with the provisions of current 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 20 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 20 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. 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 (TRLCSL), and that they are up to date with their tax obligations to the State Tax Administration Agency, Social Security and Madrid City Council.

Once 20 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.

In any case, the screening of the films online will be done with limited access under registration and circumscribed only to the Spanish territory.

12. PERSONAL DATA USE

“Madrid Destino Cultura Turismo y Negocio, S.A., holder of Corporate Tax Code A-84073105 and with registered office at C/Conde Duque 9-11, (C.P. 28015) Madrid, pursuant to prevailing legislation governing personal data protection, hereby informs data subjects that the data furnished will be included in a personal data file with the following information:

Data controller: MADRID DESTINO CULTURA TURISMO Y NEGOCIO, S.A., with registered address at Calle Conde Duque 9-11, 28015, Madrid. And VAT number: A-84073105.

Data Protection Officer: dpd@madrid-destino.com.

Purpose: To manage and comply with the relationship established (including management of the legal agreement, compliance with tax, billing, transparency and control obligations).

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

Recipients: The Tax Agency and other public bodies, in compliance with tax, transparency and control obligations; financial entities for management of collections and payments; and legal authorities. Transparency obligations require MADRID DESTINO to publish a list of all of the contracts it enters into on the electronic office, stating the signatories, the purpose of the contract, its term, any modifications made, the parties obliged to perform the services and, where applicable, the agreed financial obligations.

Legitimation: Consent of the data subject and/or the performance of obligational commitments assumed in the relationship established within the current terms and condition of ANIMARIO 2021.

Derechos: Exercise of rights to access, rectification, erasure, data portability and restriction on processing or objection may be exercised by sending an email to dpd@madrid-destino.com, with the subject "CINETECA. Data Protection". The person making the request must identify themselves using their official ID document.

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.

Participation in this contest implies the total acceptance of the present terms and conditions, as well as the release of screening rights of the films presented to the contest for their subsequent exhibition during the festival.

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.

Any issue not foreseen in terms and conditions will be resolved by Madrid Destino following indications by the Festival Management. 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 6 July 2021