

# DOCUMENTAMADRID 2020

## 17TH MADRID INTERNATIONAL FILM FESTIVAL

### FESTIVAL RULES AND REGULATIONS

Madrid City Council, through the municipal company Madrid Destino, Cultura, Turismo y Negocio S.A., is organising the 17th edition of DOCUMENTA MADRID 2020, the Madrid International Film Festival that is dedicated to contemporary cinema and is particularly interested in non-fiction formats and the search for new languages and expressions.

DOCUMENTA MADRID is an annual event at which artists and professionals can meet the public to whom their works are addressed.

The 17th edition of DOCUMENTA MADRID International Film Festival will take place from 4 to 10 May 2020.

### 1.- ANNOUNCED SECTIONS AND AWARDS.

#### A- SECTIONS

##### INTERNATIONAL COMPETITION

National and International productions or co-productions that have not been screened in Madrid. Films of all durations compete for two prizes:

- The Jury Award for Best International Film, endowed with €10,000.
- The Special Jury Award, endowed with €5,000.

The jury may award a maximum of two special mentions in the form of a diploma.

The awards and the special mentions may not be awarded *ex aequo*.

##### NATIONAL COMPETITION

Spanish productions or co-productions, as well as works made by Spanish directors. Films of all durations compete for two prizes:

- The Jury Award for Best National Film, endowed with €10,000.
- The Special Jury Award, endowed with €5,000.

The jury may award a maximum of two special mentions in the form of a diploma.

The awards and the special mentions may not be awarded *ex aequo*.

##### “FUGAS” INTERNATIONAL COMPETITION

National or International productions or co-productions of all durations. This competition is open to works that push at the limits of audiovisual language and standard genre categories. The films compete for two prizes:

- The Jury Award for Best Film in Fugas, endowed with €10,000.

- The Special Jury Award, endowed with €5,000.

The jury may award a maximum of one special mention, endowed with a diploma.

The awards and the special mentions may not be awarded ex aequo.

## **B- AUDIENCE AWARDS**

The films in the International, Nacional and Fugas competitions are also eligible for the following audience awards which will be conferred on the basis of votes cast by the audience after the screenings of the films:

- Cineteca Madrid Audience Award – International Competition, endowed with €1,000.
  - Cineteca Madrid Audience Award – National Competition, endowed with €1,000.
  - Cineteca Madrid Audience Award – Fugas Competition, endowed with €1,000.

The awards may not be awarded ex aequo, nor may they be declared null and void.

## **2- REQUIREMENTS FOR PARTICIPATION.**

Any producer and/or director, any natural or legal person who holds the rights to the works and have previously undergone the selection process, may participate in any of the competitive sections.

All the works which are submitted to the competitive sections must have been completed after 1 January 2019.

Films participating in the International Competition must not have been screened in the Community of Madrid, released in cinemas, sold in Spain, broadcast by any national, regional or local television channel, VOD platform or any other on-line medium prior to the dates on which the festival takes place.

Films participating in the National Competition must not have been screened in the Community of Madrid, released in cinemas, sold in Spain, broadcast by any national, regional or local television channel, VOD platform or any other on-line medium, prior to the dates on which the festival takes place.

The festival reserves the right to give preference to films being screened in Spain for the first time.

## **3.- SELECTION PROCEDURE.**

The Festival Management appointed by Madrid Destino will be supported by two guest curators and a group of professionals and experts who will watch and evaluate the works received. These individuals, as 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 compete in, or if they should be programmed outside the competition.

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 its website ([www.documentamadrid.com](http://www.documentamadrid.com)).

Once the inclusion of a film has been communicated to the public, it may not be withdrawn from the competition unilaterally.

The participation of a film in the festival may not be disclosed until the festival has publicly announced said participation.

#### **4.- REGISTRATION PROCESS**

The deadline for registering works proposed for any section of the festival is 20 February 2020.

Said registration will be made exclusively on-line through the official festival website ([www.documentamadrid.com](http://www.documentamadrid.com)).

Participating films must submit a viewing link with the download option enabled. The password for the viewing link must remain unchanged until 31 April 2020.

DVD or other physical formats will not be accepted.

#### **5.- REQUIREMENTS FOR THE SELECTED FILMS.**

The deadline for submission of screening copies of the selected films and their promotional materials will be 15 March 2020.

The participants must pay for the shipping costs.

The projection formats accepted by the Festival will be DCP, high-definition digital files, and 16mm.

All those selected for the competition must send a screening copy with English subtitles without fail in the event that it 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.

If necessary, the Festival will commission the subtitling of the films into Spanish. The company or person who carries out this work will hold the rights to these subtitles (outside the scope of Madrid Destino and the festival), and will be free to assign or sell them directly to the owner of the rights to the film.

Those selected will send a digital file or a link with the option to download 3 minutes of their film for promotional purposes.

The participants authorise Madrid Destino to use these extracts of the films for their distribution in any communication media in order to promote the festival. Furthermore, Madrid Destino 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 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.

The films that are part of the different competitive sections will not be entitled to receive any payment for the screening rights.

## **6.- COMPOSITION AND PERFORMANCE OF THE JURY.**

Madrid Destino, upon receipt of proposals from the Festival Management, will elect the members of the panel of judges from among professionals of the cinematographic, artistic and cultural world.

The appointed Jury members will form the following Jury Committees.

- National Competition composed of 3 members
- International competition composed of 3 members
- Fugas International competition composed of 3 members

The decisions of the juries are final and will be published on the official festival website.

None of the awards or mentions may be declared null and void or awarded *ex aequo*.

## **7.- GRANTING OF AWARDS.**

Once the corresponding panels of judges 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 on 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 awards will only take place if the selected persons meet all the legal requirements and those stipulated in the call for tender 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.

In the event that you win an award, within 30 calendar days you must forward a copy of the following documents to the Festival Management of DOCUMENTA MADRID 2020 - who will check what you send through. Were the producer and the director not to be 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 issued by the Registrar or corresponding authority substantiating that the recipients of the Award hold the rights to the award-winning film.
- 5.- Certificate of bank account ownership.
- 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.-An affidavit stating that you are not affected by any of the circumstances described in Article 71 of the Law on Public Sector Contracts approved by Law 9/2017 of 8 November, and in the case of films of Spanish nationality, that you are up to date with your tax obligations to the State Tax Administration Agency and your social security obligations to the General Treasury of the Social Security.

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

#### **8.- FORM OF PAYMENT.**

50% of the prize money that appears in the published terms and conditions of the DOCUMENTAMADRID 2020 Festival will go to the director of the film and the other 50% will go to the producer or the production company. The awards will be paid by bank transfer to the account indicated by the winners. The amount of the awards will be subject to the corresponding withholdings and taxes, in accordance with prevailing legislation.

#### **9.- 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 venues, in accordance with the festival programme. Films that win any of the awards will have additional screenings during the weekend of the festival, once the awards have been made known.

#### **10.- PERSONAL DATA.**

“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:** ComiteLOPD@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 by signing the DOCUMENTA MADRID 2020 Rules and Regulations.

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

## **11. ACCEPTANCE OF THE TERMS AND 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. Any issue not foreseen in the terms and conditions will be resolved by Madrid Destino upon receipt of a proposal from the Festival Management.