

II Edition

# KBr Photo Award 2023

## *Terms and Conditions*



In June 2023 Fundación MAPFRE is launching the 2nd edition of the KBr Photo Award, a biennial international prize that reaffirms the Fundación's support for artistic creation. This support takes the form of promoting the winning photographer on a national and international level and furthering their career with a cash prize, two exhibitions and an associated catalogue.

## Terms and Conditions of Entry

Fundación MAPFRE, a Spanish, non-profit making entity with its headquarters at Paseo de Recoletos 23 in Madrid (Spain), tax reference number G 28520443, is announcing the KBr Photo Award, an international biennial prize that reaffirms the Fundación's commitment to artistic creation through its promotion of the winning photographer on the national and international art scene and by facilitating his/her career with two exhibitions of their work and an associated catalogue.

## Entrants

The KBr Photo Award is open to Spanish and non-Spanish photographers aged over 18 who intend to produce a new photographic project or complete an already started one, both previously unpublished and not entered in any similar competition. Candidates must have a career in which they have had at least one solo exhibition or publication.

## Subject

There is no fixed subject, but preference will be given to entries that reflect the tradition of documentary photography.

## Presentation of entries

Artists interested in taking part should present their entry in digital format by completing the online form available on the KBr website: [kbr.fundacionmapfre.org](http://kbr.fundacionmapfre.org) which they should send back with the following attached documentation:

- Photocopy of the current, valid national identity card, passport or other comparable document of the person entering the competition.
- The entrant's curriculum and contact details (e-mail, address and telephone number).
- Title and abstract of the project with a maximum length of 100 words.
- Description of the project and its aims, in PDF format.
- Selection of between 10 and 15 images which illustrate and describe the proposal. These images should be JPGs the smaller side having more than 2000 px and with a minimum resolution of 300 dpi.
- Letter of recommendation from two professionals of recognized prestige in the field of photography, contemporary art, curatorship or publishing.

\* The maximum size of each file is 20 MB. The documentation files must be PDFs and accompanying images can be JPGs minimum resolution 300 dpi.

Entries can be written in Spanish or English.

The competition is open for entries between the following dates: 1 June to 1 September 2023 inclusive.

Entries that are sent but not fully completed by 1 September will be considered invalid and will not be accepted.

Fundación MAPFRE reserves the right to exclude entries that do not comply with the present rules and conditions, particularly those in which false information is submitted.

## Selection process of the winner and decision

A pre-selection committee established by Fundación MAPFRE will assess all the entries and select those considered the worthiest of being presented to the jury according to the rules of this award.

The winner will be chosen by an international jury comprising 4 leading figures in the art world, in addition to the photography chief curator of said institution, and will announce their decision in October 2023. Jury members will have access to all the documentation submitted by entrants if they request it from Fundación MAPFRE during the course of their deliberations.

Each jury member will have a voice and vote. The names of the jury will be announced when the competition opens. A member of Fundación MAPFRE will act as secretary of the jury.

Fundación MAPFRE can, in exceptional circumstances, extend the time period for entries if and only if this is decided before the selection of the winner. This extension will be announced on the Fundación MAPFRE's website and on its social media profiles.

The jury reserves the right to declare the competition null and void if the entries are not considered to be of sufficient quality or do not conform to the specifications stipulated here.

The jury can take any initiatives it considers necessary to check the information presented by entrants.

The jury can withdraw the status of winner from the selected artist and declare a new winner in the case that the former does not accept the prize.

The jury's decision is final. The prize winner will be announced in October 2023; his/her name will be communicated to all entrants and will be published on the Fundación MAPFRE's website and in the media selected by the Fundación.

The winner will receive official notification by e-mail from Fundaci3n MAPFRE and must accept the Prize by e-mail in a maximum of 15 days from receipt of the message informing him/her of the award. With regard to receiving the award, an agreement will be signed with the winner which sets out the terms for the creation by the winner of the award-winning project and the terms for the payment of the financial award indicated below, which will be paid following the signing of this agreement.

No correspondence or additional communication will be entered into with creators of projects that have not been selected. No information will be provided on the selection process or the other entries received or the deliberations of the jury. Documentation relating to incomplete entries or to complete entries that have not been awarded prizes will be destroyed during the 3 months following the announcement of the winner.

### **The prize**

The winner will be awarded the sum of 25,000 Euros (twenty-five thousand Euros) gross in order to undertake the selected project within 10 months of the official communication to the winner by Fundaci3n MAPFRE in October 2023.

During that period the winner will receive advice and follow-up from the Fundaci3n MAPFRE photography team.

In addition to the financial award, Fundaci3n MAPFRE will produce and organize an exhibition in Espai 2 of the KBr Barcelona Photo Center in February 2025 which will present the results of the winning project. The project will also be presented in May of that same year in the Fundaci3n MAPFRE exhibition spaces in Madrid.

To accompany the exhibition Fundaci3n MAPFRE will publish a catalogue in one or various languages, published by the Fundaci3n or in collaboration with third parties.

By accepting the prize, the winner agrees:

- To sign an agreement that cedes to Fundaci3n MAPFRE the rights of reproduction, distribution and public communication of the works in the project for the promotion of the prize, the holding of the exhibition and the publication of the catalogue.
- To not exhibit or publish the project that is the subject of the award by Fundaci3n MAPFRE prior to its exhibition and publication by the Fundaci3n.
- To donate a minimum of 10 works from the project to Fundaci3n MAPFRE.
- To refer to the support of Fundaci3n MAPFRE in their future exhibitions and catalogues during the following 5 years.

The winner will be the owner of the works produced in relation to the exhibition.

### **Authorship and originality. Third party rights**

The project must be an original one by the candidate, who must vouch for this to Fundaci3n MAPFRE, declaring that they are the only and sole title-holder with full and unlimited rights over the work.

The entrants will be responsible for fulfilling the current legal requirements on intellectual property and on the rights to the image itself, and must ensure that third parties cannot claim any right with regard to the project entered into the competition. Whatever the case, entrants will be responsible for any claims arising due to image rights or from third parties.

### **Tax obligations**

Any tax obligation arising from the award of the prize to the winner will be the sole responsibility of the winner, wherever the applicable jurisdiction might be. The prize winner is obliged to fulfil the fiscal obligations applicable in their jurisdiction of residence. As a result, by accepting these terms and conditions of the competition, the entrants are duly informed of the tax implications of any type that may arise from the award of the prize, and that the organizers of the competition have no responsibility in this respect.

With regard to the above and in compliance with current tax law in Spain, Fundaci3n MAPFRE will make the corresponding withholding or payment in relation to the prize and at the appropriate moment will issue the associated certificate which confirms that the winner has fulfilled their tax obligations by including the amount corresponding to the prize received in their tax declaration.

### **Prevention of money laundering**

In order to comply with the requirements stipulated in the Spanish Law on Prevention of Money Laundering and Funding of Terrorism (Art. 2 of Law 10/2010 of 18 April) and its Regulations (RD 304/2014), the prize winner is obliged to present Fundaci3n MAPFRE with as many documents as required by the Fundaci3n in order to comply with the above, as a prior requirement to receiving the prize.

## **Data protection**

On entering this competition, the entrant is informed and gives their consent to the treatment of their personal data to be used when processing their application and participation in this edition of the KBr Photo Award, the Fundación MAPFRE being the entity responsible for the handling of this data.

In the case that the data supplied refers to third physical parties other than the entrant, the entrant guarantees that they have informed and obtained the prior consent of those parties regarding the sharing of their data and have previously informed them of the purposes of its handling, communication and other terms set out in the present document and in the Additional Information on Data Protection.

Any registered entrant can exercise their rights of access, correction, cancellation, limitation, opposition or portability of their personal data by sending an e-mail to: [privacidadyprotecciondatos@fundacionmapfre.org](mailto:privacidadyprotecciondatos@fundacionmapfre.org) or by contacting Fundación MAPFRE in writing: Área de Privacidad y Protección de Datos. Paseo de Recoletos 23, 28004 Madrid.

The Additional Information on Data Protection can be consulted at:  
[https://www.fundacionmapfre.org/fundacion/es\\_es/politica-privacidad](https://www.fundacionmapfre.org/fundacion/es_es/politica-privacidad)

## **Exemption from responsibility**

Fundación MAPFRE is not responsible for any malfunctioning, incorrect transmission or error in the sending or reception of any information by those involved in the present competition, or for any technical errors of traffic, failure or congestion of internet connection.

## **Acceptance of the terms and conditions**

Participation in this competition implies the full acceptance of the present terms and conditions, the decisions of its organizer, Fundación MAPFRE, and of the jury appointed by it, as well as of the explicit renunciation of any subsequent complaint or claim.

For more information on this event, please contact [kbrphotoaward@gmail.com](mailto:kbrphotoaward@gmail.com)

## **Applicable legislation and jurisdiction**

The present Terms and Conditions are governed by Spanish law. In the case of any disagreement or controversy in relation to the interpretation or execution of the present Terms and Conditions, the competent legal bodies are the Courts and Tribunals of the City of Madrid, and the entrants expressly renounce their own regional or national code of laws, should they have one, with regard to any arising actions or complaints.

## **Translation**

In the case of any arising actions or complaints, only the version in Spanish of this text has legal validity.

## **Application form**

Both English and Spanish application forms are available at [kbr.fundacionmapfre.org](http://kbr.fundacionmapfre.org)

**KBr**

Fundación **MAPFRE**

Barcelona Photo Center