

## **Registration and Payment Terms and Conditions Berlendis Venice Art Prize 2027**

These terms and conditions govern the online registration procedure for the Berlendis Venice Art Prize 2027 – Second Edition, and the payment of the related registration fee through the Marignana Arte and/or Spazio Berlendis website.

The Berlendis Venice Art Prize 2027 is promoted by Kosmos Contemporary Venice APS, in collaboration with Marignana Arte S.r.l., in accordance with the provisions of the official call for applications for the Prize.

### **1. Subject**

1.1 By completing the online form and paying the registration fee, the applicant submits their application to the Berlendis Venice Art Prize 2027 and declares that they have read, understood and fully accepted the official call for applications for the Prize and these terms and conditions.

1.2 Payment of the registration fee does not constitute the purchase of a physical or digital product, but is intended solely for participation in the selection procedure for the Berlendis Venice Art Prize 2027.

### **2. Eligibility**

Participation in the Berlendis Venice Art Prize 2027 is open to artists of any nationality, in accordance with the procedures, requirements and sections set out in the official call for applications.

The Prize is divided into two sections:

- *Emergent*, open to artists aged between 18 and 30;
- *Contemporary*, open to artists over 30, with no upper age limit.

Participation is permitted exclusively to applicants who are of legal age.

### **3. Registration Procedure**

3.1 In order to register for the Berlendis Venice Art Prize 2027, applicants must complete the dedicated online form, providing the requested data and uploading or transmitting the materials indicated in the official call for applications.

3.2 The application shall be considered completed only upon:

- correct completion of the online form;
- acceptance of the call for applications and of these terms and conditions;

- payment of the registration fee;
- receipt of the required materials according to the procedures indicated in the call for applications.

3.3 Applications that are incomplete, do not comply with the call for applications, or are submitted without payment of the registration fee will not be taken into consideration.

#### **4. Registration Fee**

4.1 Participation in the Berlendis Venice Art Prize 2027 requires payment of a registration fee to cover administrative, organisational and secretarial costs.

The applicable amounts are:

- €25.00 for applicants in the Emergent section;
- €35.00 for applicants in the Contemporary section.

The amounts indicated are expressed in euros. They include any fees applied by the Stripe payment platform and do not entail any additional costs for the applicant.

The beneficiary of the registration fees is Kosmos Contemporary Venice APS, tax code 94108780274, the promoting body of the Prize.

The registration fee is not subject to VAT.

#### **5. Payment Methods**

5.1 Payment of the registration fee shall be made online through the Marignana Arte website.

5.2 Payments are processed through the Stripe platform, using the payment methods available at the time of registration.

5.3 Applicants are required to verify the accuracy of the data entered before proceeding with payment.

5.4 Following successful payment, the applicant will receive confirmation by email. Any automatic receipt generated by the Stripe platform shall not have fiscal value. Kosmos Contemporary Venice APS will issue the relevant non-fiscal receipt containing the data necessary to identify the payment made, upon request.

#### **6. Failure to Pay or Unsuccessful Payment – Limitation of Liability**

6.1 In the event of non-payment, incomplete payment, rejected payment or unsuccessful transaction, the application shall not be considered validly completed.

6.2 The organisation shall not be liable for any delays, errors, interruptions or malfunctions attributable to the payment system, the banking network, the payment service provider or the applicant's internet connection.

6.3 In any case, within the limits permitted by law, any liability of the organisation shall not exceed the amount of the registration fee actually paid by the applicant.

## **7. Non-Refundability of the Fee**

7.1 The registration fee is required to cover the administrative, organisational and secretarial costs connected with the management of applications and the selection procedure.

7.2 The registration fee is non-refundable, including in the event that the applicant is not selected among the finalists, withdraws from participation, or submits an incomplete application or an application that does not comply with the call for applications.

7.3 This is without prejudice to any different assessment by the organisation in the event of cancellation of the Prize due exclusively to causes attributable to the organisation itself or to force majeure.

## **8. Nature of the Fee and No Guarantee of Selection**

8.1 Payment of the registration fee grants the applicant solely the right to participate in the selection procedure for the Berlendis Venice Art Prize 2027.

8.2 Payment does not in any way guarantee selection among the finalists, participation in the exhibition, or the awarding of prizes, mentions or any other recognitions.

8.3 The selection of the finalists and winners shall take place according to the procedures indicated in the official call for applications, at the sole discretion of the jury.

## **9. Applicant's Responsibility**

9.1 The applicant is responsible for the truthfulness, accuracy and completeness of the data and materials submitted during the application process.

9.2 The applicant further declares that they are the author of the submitted work, that they hold the related rights, and that they shall indemnify and hold the organisation harmless against any disputes, claims or demands brought by third parties in relation to the work, images, texts and materials submitted.

## **10. Acceptance of the Call for Applications**

10.1 By submitting the application and paying the registration fee, the applicant declares that they fully accept the official call for applications for the Berlendis Venice Art Prize 2027, including the provisions relating to eligibility requirements, admitted disciplines, selection, finalists' exhibition, prizes, transport of the works, liability, use of images and processing of personal data.

10.2 In the event of any conflict between these terms and conditions and the official call for applications, the provisions of the official call for applications shall prevail.

## **11. Information Notice on the Processing of Personal Data**

11.1 By submitting this application, participants authorise Kosmos Contemporary Venice APS and Marignana Arte S.r.l. to process personal data in accordance with the European GDPR Regulation (EU 2016/679) and Italian Legislative Decree No. 196/2003, the Italian Privacy Code.

11.2 Kosmos Contemporary Venice APS and Marignana Arte S.r.l. shall process the applicants' personal data, each within the scope of its respective competence, as joint data controllers pursuant to Article 26 of EU Regulation 2016/679, in accordance with a specific agreement between the parties.

11.3 The data processed may include, by way of example, personal and contact details, payment data, tax data where required, a copy of an identity document, curriculum vitae/biography, portfolio, images and information relating to the submitted works, as well as any other data or material transmitted by the applicant for the purposes of participation in the Prize.

11.4 The data shall be processed in compliance with the legislation in force on the protection of personal data and shall be retained for the time necessary to pursue the purposes indicated above and to comply with any legal obligations.

11.5 Cookies may be used on the website, which may include personal data such as IP address, technical identifiers and user preferences, or information of a technical nature. The website's Privacy and Cookie Policy is available at the following link: <https://www.iubenda.com/privacy-policy/58641986>.

## **12. Communications**

12.1 For information relating to the application, payment of the registration fee or the selection procedure, the organisation may be contacted at the email address indicated in the official call for applications.

12.2 Official communications relating to the Prize shall be made by email and/or through the official channels indicated in the call for applications.

## **13. Applicable Law and Jurisdiction**

13.1 These terms and conditions shall be governed by Italian law, insofar as applicable.

13.2 This is without prejudice to the application of any mandatory provisions of law protecting applicants who may qualify as consumers under the legislation in force.

13.3 Without prejudice to the applicability of mandatory provisions of law concerning jurisdiction over consumers, any dispute not relating to consumers and in any case connected with these terms and conditions shall be submitted to the exclusive jurisdiction of the Court of Venice.