6-8 AUGUST 2027

FANTASY & MAGIC CON
WARSAW

FANTASY & MAGIC CON 2027 GUEST EXPERIENCE PASS TERMS AND CONDITIONS

Appendix 1 to the Terms and Conditions of Attendance at Fantasy & Magic Con 2027

PASS TERMS & CONDITIONS

§1. General Provisions ogólne

1. These Terms and Conditions govern the sale and provision of services involving guests at Fantasy & Magic Con (the “Event”), including autographs, professional photo sessions (“Photo Ops”), selfies, video recordings and related services and add-ons.
2. The Event is organised by Raccoon Business Kinga Zgorzelska, a sole proprietorship operating under the business name Raccoon Business Kinga Zgorzelska, with its registered business address at Aleje Jerozolimskie 123A, 18th floor, 02-017 Warsaw, registered in the Polish Central Register and Information on Economic Activity (CEIDG), tax identification number (NIP): 8222418750 (the “Organiser”).
3. A contract confirming the purchase of, and entitlement to receive, a particular service during Fantasy & Magic Con, as described in the relevant offer, and acceptance of these Terms and Conditions is referred to below as a “Pass”.
4. A contract for a Pass is concluded when the purchaser selects the relevant Pass and pays the applicable price in accordance with its terms.
5. A Pass is not an admission ticket to Fantasy & Magic Con. It is a separate agreement entitling its holder to a specific service at the Event. To use a Pass, its holder must also have a valid admission ticket, accreditation or other document authorising access to the Event on the relevant day, unless the description of the particular product expressly states otherwise.
6. Information about individual guests, available Pass types, prices, dates, limits and included services is published on the Event website, in the ticketing system and at the service location.
7. Specific rules for an individual guest or Pass type may vary depending on the requirements of the guest or their representatives, contractual arrangements, safety considerations or the nature of the service.

§2. Types of Passes

1.Event attendees may purchase the following types of Passes:
a. Autograph: one guest's signature on an attendee's item, a collectible belonging to the category specified in the Pass description (such as a collectible figurine), or a print or poster provided by the Organiser, as specified in the Pass description;
b. Photo Op: a professional photograph with a guest;
c. Selfie: a photograph with a guest taken using a phone, camera or other device, subject to the rules applicable to that guest;
d. Video: a short recording featuring the guest, made in accordance with the Pass description;
e. packages combining several services listed in points 1–4;
f.Meet & Greet - a small-group meeting with a guest, available only for selected Event guests. The duration, price and number of available places may vary depending on the guest. Each Meet & Greet is subject to its own Terms and Conditions, which will be published at fantasymagiccon.eu/regulations and on the respective guest’s page.
g. other Guest Experience services listed on the Event website, www.fantasymagiccon.pl.

2. The description of each Pass specifies exactly what is included, such as the number of items that may be signed, the print format, the maximum recording length and any other restrictions. Prices may vary depending on the option selected.
3. Purchasing one type of service does not entitle the attendee to another unless it is expressly included in the Pass as part of a package. In particular, a Photo Op does not include an autograph, and an autograph does not include a selfie or video, unless the Pass description states otherwise.

§3. Pass Sales

1. Passes may be sold:
- online in advance, until 31 July 2027 at 23:59 or until the allocation for the relevant guest sells out, whichever occurs first;
- at designated sales points during Fantasy & Magic Con;
- through other sales channels designated by the Organiser.

2. Eighty per cent of the online allocation will be released when Pass sales open or the relevant guest is announced. The remaining 20% of each guest's allocation will be released for sale on 1 June 2027.
3. The Organiser does not guarantee that Passes will be available for purchase at the Event.
4. Particular types of Passes for individual guests may sell out before the Event begins. If so, they may not be sold on site.
5. The Organiser may make an additional allocation of Passes available for on-site sale but is not required to do so.
6. Availability of one Pass type for a particular guest does not mean that other Pass types for that guest are available.
7. On-site Pass prices may differ from advance-sale prices.
8. Pass quantities are limited, particularly by each guest's availability and schedule.
9. Each Pass is valid for a specific guest and cannot be exchanged for a Pass for a different guest.
10. The Organiser may limit the number of Passes that one person may purchase.
11. The Organiser may stop selling a particular Pass type at any time once its allocation is exhausted or if further sales could prevent the services from being delivered properly.

§4. Using Passes

1. A Pass may only be used while the relevant guest is attending Fantasy & Magic Con and in accordance with the schedule set by the Organiser.
2. Service times may change due to changes to the Event programme, including delays, extended panel discussions, breaks, guests' professional commitments, operational needs or other circumstances affecting the Event.
3. Attendees must check the latest schedule and announcements published by the Organiser before and during the Event. If unsure, they should ask at the information desk for up-to-date details.
4. The Organiser may assign specific time slots, sessions, groups, numbers or a particular order in which Passes may be used.
5. If a Pass was purchased for a particular day or session, it must be used then unless the Organiser announces a change or authorises its use at another time.
6. Attendees should arrive at the service location sufficiently early, in accordance with the Organiser's instructions.
7. Arriving late or failing to attend at the scheduled time does not guarantee that a Pass can be used later and, subject to mandatory legal provisions, does not entitle the holder to a refund.
8. The Organiser does not guarantee that a service will take place at the exact time shown in the schedule. Depending on the nature of the activity, times may be approximate.

§5. Autographs

1. One Autograph Pass entitles the holder to one autograph on one item unless the product description states otherwise.
2. The product description specifies which types of items are accepted under each Pass category.
3. The Organiser may charge different autograph prices for different item categories, including prints, books, posters, collectibles, figurines, props and other premium items.
4. If the attendee presents an item belonging to a different category from the one covered by their Pass, an additional payment may be required to upgrade to the correct category, if that option is available.
5. The guest, their representative or the Organiser may refuse to sign an item if doing so would breach the guest's rules, the law, third-party rights, the guest's contractual obligations, safety requirements or generally accepted standards of conduct.
6. In particular, items containing unlawful, offensive, discriminatory or pornographic material, material inciting violence, or items posing a risk to the guest, attendees or staff may be refused.
7. Where a print is included with the Pass, the attendee may choose only from the designs available when the Pass is used. The Organiser does not guarantee that any particular design will remain available throughout the Event.
8. A guest's autograph may vary from their other signatures. Natural variations in handwriting do not entitle the attendee to another autograph or a refund.

§6. Personalisation, Quotes and Additional Inscriptions

1. The basic autograph price covers only what is specified in the Pass description.
2. Quotes, longer dedications, character names, special inscriptions and other extras may incur an additional charge.
3. Additional charges may apply both during advance sales and at the Event.
4. The amount charged may depend on the guest and the type or length of the inscription.
5. The Organiser may set a maximum word or character count for a single quote add-on. Longer quotes may require an additional add-on or payment.
6. Personalisation, quotes and specific inscriptions are always subject to approval by the guest or their representative.
7. A guest may decline to write a particular quote, phrase, dedication or other text. The attendee may then be asked to choose an alternative that complies with the guest's rules.
8. The final wording, spelling, placement and colour of a signature or inscription may be determined by the guest or their representative.

§7. Photo Ops

1. A Photo Op is a short, professional photo session primarily intended to produce a photograph of the attendee with the selected guest or guests.
2. A Photo Op is not a meet-and-greet and does not include an extended conversation, autograph, selfie or video unless expressly stated in the relevant Pass description.
3. More than one attendee may appear in a single Photo Op, provided everyone can be properly included in one frame.
4. The final number of people permitted in a photograph depends on the conditions of the session, particularly the space available, the composition, the number and positioning of guests being photographed, and the photographer's or staff's decision.

5. The photographer or Photo Op staff may limit the group size if it is not possible to take a suitable photograph of everyone together.
6. The attendee arranging a group photograph is responsible for ensuring that the group is small enough to be photographed together. If the entire group cannot fit in one frame, this does not entitle the group to an additional photograph or a refund, subject to mandatory legal provisions.
7. Poses, props and physical contact with the guest require the guest's consent. All attendees taking part, including members of a group, must follow the instructions of the photographer, staff and the guest's representatives.
8. A particular pose cannot be guaranteed. The guest, their representative, the photographer or staff may decline a pose for reasons of safety, comfort, time, technical constraints or the guest's rules.
9. An attendee's subjective dissatisfaction with a photograph, including their appearance, pose, facial expression, closed eyes or position relative to the guest or other people, is not a technical defect and does not entitle them to a refund or a free retake.
10. A photograph may be retaken if the photographer or staff identify an obvious technical defect arising during the Photo Op, such as poor focus, incorrect exposure, a file-saving error or a significant framing error.
11. The photograph is provided to the attendee immediately after the relevant guest's Photo Op session ends. The attendee should check it as soon as they receive it.
12. If an attendee notices a technical defect and wishes to request a retake, they should report it to Photo Op staff immediately upon collecting the photograph. This allows the Organiser to assess the issue and, where justified, arrange a retake while the guest is still available.
13. A Photo Op may be retaken on another day of the Event only with written or otherwise documented approval from the Organiser or a person expressly authorised by the Organiser. Verbal approval from a photographer, staff member, volunteer, guest representative or any other person does not authorise a retake on another day.
14.If an attendee has an opportunity to inspect the photograph but does not promptly report a defect on site, the Organiser cannot guarantee a later retake, particularly after the guest's session, the Event day or the Event itself has ended.
15.Once the Event has ended, the original Pass cannot be used for a Photo Op retake. A later report of a defect does not entitle the attendee to another meeting with the guest or an additional photograph at another event or time.
16.Paragraph 15 does not affect an attendee's right to submit a complaint after the Event where permitted by applicable law. Such complaints are handled under §15; however, once the Event has ended, a Photo Op retake may no longer be possible as a remedy.
17.Nothing in this section excludes or limits an attendee's rights under mandatory legal provisions.

§8. Selfies

1. A Selfie is a photograph taken at the guest's table or another location designated by the Organiser.
2. It may be taken using the attendee's device or a device operated by staff, subject to the rules applicable to the guest.
3. One Pass covers one photograph unless the relevant Pass description states otherwise.
4. A Selfie does not include an autograph or any other service unless it is part of a purchased package or the Pass description states otherwise.
5. Attendees using their own devices should have them ready before approaching the guest.
6. The Organiser is not responsible for technical problems arising solely from an attendee's device, including its settings, condition, lack of storage space or depleted battery.
7. A particular pose, use of a prop or physical contact with the guest requires the guest's prior consent.

§9. Videos

1. A Video Pass entitles the holder to one recording within the scope specified in the product description.
2. The Organiser may set a maximum recording length, including on the basis of arrangements with the guest.
3. Attendees should prepare the proposed wording or general idea for their recording before using the Pass.
4. The content and concept of the recording must be approved by the guest or their representative.
5. A guest may refuse to say or perform content that is unlawful, offensive, discriminatory, sexual, political, promotional, misleading, infringes third-party rights, breaches contractual or confidentiality obligations, or is otherwise unacceptable to the guest.
6. A Video Pass intended for personal use does not permit the recording to be used in paid advertising, as a product or service endorsement, or in a way that suggests a partnership, sponsorship or the guest's support for a particular organisation, product, service, activity or opinion, unless separate terms expressly permit this.

§10. Additional Services and Add-ons

1. The Organiser may offer paid extras related to Pass services, including:
·protective top loaders, sleeves or other protective covers for photographs and autographs;
·Photo Op prints;
·personalisation;
·quotes and additional inscriptions;
·other products or services listed in the current offer.
2. Add-ons may be available in advance, at the Event or through both channels.
3. Availability may be limited. The Organiser does not guarantee that add-ons will remain available throughout the Event.
4. Buying an add-on does not replace the purchase of the main service where the nature or description of the add-on requires the attendee to hold the corresponding Pass.
5. The Organiser may require the corresponding main service to be purchased before or together with an add-on.

§11. Conduct During Guest Experience Sessions

1. Attendees must follow instructions from the Organiser, Convention Staff and the guest's representatives.
2. The following are prohibited in particular:
·touching a guest without their express consent;
·pressuring a guest into a particular pose, statement, signature, quote or other interaction;
·aggressive, offensive, sexual, harassing, persistent or other behaviour that compromises the comfort, privacy or safety of the guest, staff or other attendees;
·unnecessarily prolonging an interaction in a way that interferes with services for other attendees;
·taking photographs, filming, recording audio or livestreaming without the express consent of both the Organiser and the guest;
·attempting to obtain confidential or non-public information, including information covered by a non-disclosure agreement (NDA), particularly about unannounced or upcoming productions, projects, casting, plots, contract terms or anything else the guest is not authorised to disclose;
·encouraging a guest to breach contractual, professional or confidentiality obligations;
·continuing to ask, or repeatedly returning to, questions that the guest has declined to answer.

3. Photography, video or audio recording and livestreaming are prohibited in the autograph area unless expressly authorised by the Organiser, area staff or the guest's representative.
4. An Autograph Pass does not include permission to take a photograph, selfie or video or otherwise record the interaction with the guest.
5. Smart glasses and other wearable devices capable of taking photographs, recording video or audio, or streaming in a way that may go unnoticed by others are prohibited in Guest Experience areas, including autograph, Photo Op, Selfie and Video areas. The Organiser reserves the right to use applications designed to detect smart glasses.
6. At staff's request, an attendee wearing smart glasses or a similar device must remove it before entering the area or interacting with the guest.
7. The prohibition in paragraph 5 applies even if the attendee states that the device's recording function is switched off.
8. Refusal to comply with an instruction concerning smart glasses or another recording device may result in the attendee being denied access to the service until they comply with the area's rules.
9. An attendee who breaches paragraphs 5–8 while using an Autograph Pass may be removed from the autograph area without permission to return. The attendee may then hand their unused Autograph Pass to a volunteer, who will arrange for the autograph to be obtained to the extent possible in light of the attendee's conduct and return the signed prints or submitted items to them.
10. Attendees may ask about the guest's work, roles and projects, but must respect a refusal to answer. Pressuring a guest to disclose information they do not wish to, or cannot, disclose is prohibited.
11. The Organiser or the guest's representative may introduce additional restrictions on photography, recording, phones, electronic devices, props or interactions with a particular guest. These restrictions may be announced before the Event or communicated on site.
12.If these rules are breached, the Organiser may require the attendee to stop the behaviour, switch off or put away a device, or leave the area. For serious or repeated breaches, the Organiser may refuse to provide the remaining service, without prejudice to the attendee's rights under mandatory legal provisions.

§12. Schedule and Programme Changes

1. Attendees acknowledge that guests' participation may depend on professional commitments, health, travel and other circumstances beyond the Organiser's control.
2. The schedule, including times for individual Pass services, may change.
3. Moving a service to a different time on the same day for which it was purchased does not automatically mean that the service has been cancelled.
4. If the Organiser makes the purchased service available during the Event but the attendee does not use it for reasons attributable to the attendee, no refund is due on that basis.
5. A delay, including delivery of a service after the Event's official closing time, is not in itself grounds for a refund if the attendee had the opportunity to use the service, even if they ultimately did not do so.
6. Nothing in this section limits consumers' rights under mandatory legal provisions.

§13. Cancellation of a Guest Appearance or Service

1. If a guest's appearance at Fantasy & Magic Con is cancelled, attendees are entitled to a refund of the price paid for any unused Passes relating to that guest.
2. If a particular paid programme activity or service covered by a Pass is cancelled and the Organiser does not provide it during the Event, the price of the unused Pass for that service will be refunded.

3. If a service covered by a Pass is rescheduled to another time on the same day and is provided, it is not considered cancelled.
4. If the activity or service takes place and the Organiser gives the attendee the opportunity to use the purchased service, the attendee's decision not to use the Pass does not itself entitle them to a refund.
5. If the service is moved to another day, the Organiser will inform attendees of the available options, taking into account the nature of the change and consumers' rights under applicable law.
6. Cancellation of an individual guest's appearance does not entitle attendees to a refund of their Fantasy & Magic Con admission ticket, because that ticket provides access to the Event as a whole rather than solely to a meeting with a particular guest, subject to mandatory legal provisions.

§14. Refunds and Withdrawal from the Contract

1. As the Event is an entertainment or cultural event and the day or period of service is specified when the Pass is purchased and the contract concluded, attendees entering into a distance or off-premises contract do not have a statutory right to withdraw from that contract under Article 38(12) of the Polish Consumer Rights Act of 30 May 2014.
2. Subject to mandatory legal provisions, purchased Passes cannot be returned or cancelled because of changes to an attendee's plans, illness, transport problems, failure to use the Pass, lateness, failure to attend the Event or failure to arrive at the service location on time.
3. Refunds are available only in the circumstances described in §13 or where otherwise required by mandatory law, up to the price paid for the Pass.
4. If the purchased service takes place and the Organiser makes it available in accordance with these Terms and Conditions, failure to use the Pass for reasons attributable to the attendee or beyond the Organiser's control does not entitle the attendee to a refund.
5. In exceptional, particularly well-justified circumstances, the Organiser may, at its discretion, authorise an individual refund during the Event. Such authorisation applies only to the individual case and does not establish a right to a refund in other cases or change the general rules set out here.
6. Approval under paragraph 5 must be given in writing or another documented form by the Organiser or a person expressly authorised in writing by the Organiser to make Pass refund decisions.
7. Any verbal or documented assurance from a staff member, volunteer, security guard, photographer, guest representative or another person who lacks the authorisation described in paragraph 6 does not constitute the Organiser's approval of a refund.
8. Nothing in this section excludes or limits consumers' statutory rights.

§15. Complaints

1. These Terms and Conditions do not exclude or limit consumers' rights under applicable law.
2. An attendee may submit a complaint if a purchased service was not provided or was not provided in accordance with the contract.
3. Complaints may be submitted:
   - by email to reklamacje@fantasymagiccon.pl;
   - in writing to the Organiser at Aleje Jerozolimskie 123A, 18th floor, 0-017 Warsaw;
   - at the Event information desk during the Event.
4. A complaint should include the attendee's full name and contact details for a response, information identifying the purchase, a detailed account of the circumstances or concerns, and the outcome requested by the attendee.

5. The absence of a receipt or printed purchase confirmation does not prevent an attendee from proving the purchase by other means.
6. The Organiser handles complaints within the time limits required by applicable law.
7. Anonymous complaints will not be processed further.
8. Provisions stating that there is no contractual right to a Pass refund must not be applied in a way that excludes or limits statutory consumer rights arising from non-performance or improper performance of the contract.

§16. Attendees' Items

1. Attendees are responsible for preparing items submitted for signing and protecting them before and after the autograph is given.
2. The Organiser recommends taking appropriate precautions to protect particularly valuable collectibles.
3. Attendees acknowledge that an autograph involves physically applying a signature to an item and may change its surface or collectible value as an inherent result of signing it.
4. The Organiser does not guarantee any particular market value for a signed item or that signing will increase its value.
5. The Organiser does not guarantee that a particular type or colour of marker, or method of signing, will be suitable for the material or surface of an attendee's item.

§17. Final Provisions

1. The Organiser may introduce guest-specific rules where required by the guest or their representatives, safety considerations, contractual arrangements or the nature of the service.
2. The detailed terms in the description of a particular Pass supplement these Terms and Conditions.
3. Where there is a discrepancy concerning the scope of a particular service, the detailed description of that service on the relevant Pass takes precedence, subject to mandatory legal provisions.
4. The Organiser may amend these Terms and Conditions for valid reasons, particularly changes in the law, safety requirements, rules applicable to particular guests or Event arrangements.
5. Amendments do not affect rights already acquired by attendees and cannot apply retroactively to their detriment.
6. Matters not covered by these Terms and Conditions are governed by the Fantasy & Magic Con 2027 Terms and Conditions of Attendance and Polish law, particularly the Civil Code and the Consumer Rights Act of 30 May 2014.
7. If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions remain valid.
8. Nothing in these Terms and Conditions is intended to exclude or limit consumers' rights under mandatory legal provisions.
9.Matters not covered by these Terms and Conditions are also subject to the Fantasy & Magic Con 2027 Terms and Conditions of Attendance.