



TERMS AND CONDITIONS OF THE YUMMY PRODUCT PRE-ORDER FOR THE BREAK IN CLASSIC FESTIVAL

§1. General Provisions

1. The organizer of the pre-order sale is **Yummy Catering Sp. z o.o.**, with its registered office in Warsaw, hereinafter referred to as the **"Seller."**
2. These Terms and Conditions set out the rules governing the placement and fulfillment of orders for products offered as part of the pre-order sale for the Break in Classic Festival.
3. Orders may only be placed through the Seller's online store, available via the dedicated link provided by the Seller.
4. By placing an order, the Customer confirms that they have read and accepted these Terms and Conditions.

§2. Pre-Order Period

1. The pre-order sale will be conducted from **9 July 2026** until **24 July 2026**, or until the available products are sold out.
2. Once the pre-order period has ended, it will no longer be possible to place new orders or modify existing ones.

§3. Products

1. The products offered for sale are food products provided by the Seller, including, in particular, catering boxes, canned products, and other products specified in the online store.
2. All products are prepared specifically for the Break in Classic Festival.

§4. Order Collection

1. Orders will not be delivered by courier or to parcel collection points. Products are available for **personal collection only**.
2. Orders may only be collected during the Break in Classic Festival.
3. Orders must be collected at the **Yummy stand located in the Food Zone of the Break in Classic Festival in Otwock Wielki**, at the collection point designated by the Seller.

4. Orders may only be collected during the following times:
 - **31 July 2026 (Friday): 3:00 p.m. – 7:00 p.m.**
 - **1 August 2026 (Saturday): 3:00 p.m. – 7:00 p.m.**
 - **2 August 2026 (Sunday): 3:00 p.m. – 6:00 p.m.**
5. To collect an order, the Customer must:
 - present the order confirmation (electronic or printed),
 - provide the email address used when placing the order,
 - present a valid identity document confirming the identity of the person collecting the order.
6. The Seller reserves the right to refuse to release an order if the identity of the person collecting it cannot be verified or if there is any discrepancy between the order details and the details of the person collecting the order.
7. An order may be released to a third party only upon presentation of the order confirmation and provision of information allowing the order to be clearly identified, provided that the Seller has no reasonable doubt as to that person's entitlement to collect the order.
8. Orders not collected within the designated collection times shall be deemed uncollected due to reasons attributable to the Customer. Due to the perishable nature of food products, the Seller is under no obligation to store, reissue, or refund payment for such orders.
9. The Seller reserves the right to change the location of the collection point within the festival grounds for organizational or safety reasons. Information regarding such changes will be published on the event website, social media channels, or communicated to Customers electronically. A change in the collection point location shall not constitute grounds for withdrawal from the contract or for requesting a refund.

§5. Changes, Cancellations and Refunds

1. Once payment has been completed, the order is forwarded for processing.
2. Due to the nature of the products offered and the fact that they are prepared specifically for the event:
 - orders cannot be cancelled,
 - ordered products cannot be changed,
 - the collection date cannot be changed,
 - purchased products cannot be returned.
3. Pursuant to Article 38 of the Polish Consumer Rights Act of 30 May 2014, the right to withdraw from a distance contract does not apply to food products that are liable to deteriorate rapidly or have a short shelf life.

§6. Complaints

1. The Customer is required to verify the completeness and condition of the order at the time of collection.
2. Complaints regarding missing items, damage, or discrepancies in the order must be reported immediately to the collection point staff before leaving the collection point.
3. Complaints submitted after leaving the collection point may be rejected if it is no longer possible to determine the cause of the reported discrepancy.

4. Each complaint shall be considered individually.
5. If a complaint is accepted, the Seller may, at its discretion:
 - provide the missing product,
 - replace the product with a new one,
 - refund an appropriate part of the purchase price, or
 - refund the full purchase price if none of the above solutions is possible.

§7. Liability

1. The Seller shall not be liable if the Customer fails to collect the order within the designated collection period.
2. The Seller shall not be liable for any consequences resulting from incorrect or incomplete information provided by the Customer when placing an order.
3. Product photographs displayed in the online store are for illustrative purposes only. The actual appearance of the products may differ slightly while maintaining their characteristics and composition.

§8. Personal Data

1. Customers' personal data shall be processed solely for the purpose of fulfilling orders, in accordance with applicable laws and the Privacy Policy of the Yummy online store.

§9. Final Provisions

1. These Terms and Conditions shall enter into force on the first day of the pre-order period.
2. Matters not governed by these Terms and Conditions shall be subject to the provisions of the Polish Civil Code and the Polish Consumer Rights Act.
3. The current version of these Terms and Conditions is available in the Yummy online store.

§10. Force Majeure

1. The Seller shall not be liable for any failure to perform or improper performance of its obligations under these Terms and Conditions if such failure results from a force majeure event.
2. For the purposes of these Terms and Conditions, **force majeure** means external events that are unforeseeable and beyond the Seller's reasonable control, including but not limited to: natural disasters, fires, floods, extreme weather conditions, infrastructure failures, epidemics, decisions of public authorities, security threats, actions taken by law enforcement or emergency services, riots, strikes, acts of war or terrorism, or any other events preventing the organization or safe conduct of the festival.
3. In the event of force majeure, the Seller shall be entitled to modify the method or timing of order fulfillment as appropriate, or, if fulfillment becomes impossible, to cancel the execution of the orders.

4. If the festival is cancelled or orders cannot be released due to force majeure, the Seller's liability shall be limited to refunding the price paid for the unfulfilled order, unless mandatory provisions of applicable law provide otherwise.
5. The Customer shall have no further claims against the Seller, including, without limitation, claims for damages, lost profits, or reimbursement of indirect costs incurred in connection with participation in the festival.