

TERMS AND CONDITIONS OF SALE

LuckyCaravan Pictures, is an image bank created by Jerome Robert headquartered at 1325 Route des Mas, La Boissière, 30170 Pompignan, FRANCE, hereinafter referred to as the "PROVIDER.

This site allows creators of photographs or videos (hereinafter referred to as "AUTHORS") to publish their works (hereinafter referred to as WORKS) on the website www.luckycaravan.pictures (hereinafter referred to as the "WEBSITE") and to authorize third parties (hereinafter referred to as "PURCHASERS") to acquire Rights for their WORKS under specific conditions.

This Agreement applies as soon as a user (hereinafter referred to as the "USER") opens an account on the WEBSITE. By creating his/her account, he/she accepts the terms of this Contract. He/she also accepts the Terms of Sale as well as the Terms of Use of the WEBSITE, for which this Contract is a complement and in which it is integrated.

The USER acknowledges being fully informed that his/her consent to the terms of the present Contract does not require the handwritten signature of this document.

The USER declares to be of full age and to have the full legal capacity enabling him to commit to these Terms and Conditions.

The USER declares to have the faculty to safeguard the present Contract.

1. Definitions

AUTHOR or CONTRIBUTOR: designates an individual person or legal entity, possessing all the rights of the WORK which he/she uploads on the WEBSITE for the purpose of making it possible for the PURCHASERS to utilize them under certain conditions.

CONTRACT: refers to the Terms and Conditions of Sale, the Terms and Conditions of Use of the Site, and the Contributor Agreement for Uploading Works.

COOKIE: refers to a small text file stored by the web browser on the user's RAM and which allows to retain information. According to the law, the acceptance of COOKIES is requested at the first connection for a maximum duration of 12 months. COOKIES can also be generated by services providers of the WEBSITE such as Google, Yahoo, Facebook, etc ...

DOWNLOAD or TO DOWNLOAD or DOWNLOADING: refers to the act performed by a PURCHASER to download on his/her computer a WORK obtained on the WEBSITE after having acquired it via the conditions stipulated in this CONTRACT.

EDITORIAL USE: refers to the usage that is recommended for a WORK in the absence of appropriate authorizations and releases granted by recognizable persons, or owners of identifiable properties or goods. in the absence of such authorizations (indicated on the product page) the PURCHASER knowingly utilizes the WORK(S) at his/her own risk. In some cases, according to the subject matter, it may be preferable to restrict the use of a WORK to the context of a documentary, report, or other work of general interest.

GRAPHIC CHARTER: refers to the general structure and layout of the WEBSITE.

LICENSE: designates the conditions of use of a WORK the PURCHASER accepts when he/she places an Order.

PARTNERS: designate all persons or legal entities (associates, business partners and other third parties) under contract with the PROVIDER within the framework of the WEBSITE.

PERSONAL PAGE: indicates a section of the WEBSITE restricted to the USER, its access being enabled through a login and password.

PURCHASER: designates a User registered on the WEBSITE acquiring, by various means, the rights to utilize a WORK showcased on the WEBSITE.

WEBSITE: designates the website www.luckycaravan.pictures developed by the PROVIDER and more specifically constituted of its graphic interface, its source codes, and related databases.

USER: designates a User registered on the WEBSITE. There are two types of USERS: PURCHASERS and AUTHORS.

WORK: designates a photograph, vectorial image, video, audio file, illustration, animation, 3D model, music or any other digital material uploaded by the AUTHOR on the WEBSITE, as well as the relevant descriptive information, and any other required documents (ie : the written consent of the model or that of the owner of a private property).

2. Purpose of the contract

This contract defines the conditions of use of the WEBSITE by the USERS and the various services offered by the PROVIDER, thus enabling the AUTHOR to propose LICENSES to the PURCHASERS so that they may utilise, under certain conditions, the WORKS .

THE AUTHOR retains, in any case, the legal property of his WORK, and no copyright or title will be transferred.

3. Consent to the Contract

By express consent between the parties, the opening by the USER of an account and the action of DOWNLOADING a WORK from the WEBSITE, constitutes unconditional acceptance of the Terms and Conditions of Sale as well as the Terms and Conditions of Use of the WEBSITE. The USER acknowledges that this CONTRACT applies to each WORK he/she DOWNLOADS, including the WORKS DOWNLOADED before the effective date of this CONTRACT.

By accepting the terms of this CONTRACT and DOWNLOADING a WORK from the WEBSITE, the USER declares that, in the absence of property and/or model releases, he/she assumes full responsibility for any use of the WORKS other than for EDITORIAL purposes.

This CONTRACT is subject to change at any time and without prior notice. However, these modifications will be systematically brought to the attention of the USER who will be able to discretionarily reject the modifications. In the event of the USER's refusal, this present CONTRACT will continue to have full effect.

4. Access to the WEBSITE and registration

Access to the WEBSITE is free. Any visitor can therefore consult the WORKS, without prior registration.

However, a PURCHASER must be registered in order to DOWNLOAD and utilize a WORK.

In this case the USER will be required to follow the instructions necessary for his/her registration, when creating an account.

The USER shall, in particular, provide his/her civility information, name, surname, date of birth, postal address, e-mail address and shall be required to update this information as often as necessary, for this information to continue to be accurate and complete.

The USER is committed to providing true and sincere information. The USER may, at any time, modify his personal information, his username and password, by accessing his PERSONAL PAGE.

The USER is solely responsible for the use of his/her login and password, which he/she is committed to preserve confidentially. In the event of loss or of unauthorized use of his/her account, it is up to the USER to warn the PROVIDER without delay, by using the « Contact » link present at the bottom of all the pages of the WEBSITE. In case of a possible loss of the password, the AUTHOR, upon opening a session and entering his/her user name, can click on a link offering the possibility to request a new password which will be addressed to him/her via the email indicated in his/her personal information.

5. Consent to Electronic Communications; Personal Data

The PROVIDER may send the USER notices by email to the address that has been specified to us on his/her PERSONAL PAGE. The USER consents to receive communications from the PROVIDER electronically and accepts that all agreements, notices, disclosures and other communications that are provided electronically satisfy any legal requirement that such communications be in writing.

6. Ordering a WORK

In order to carry out the order of a WORK, the PURCHASER will follow the following steps:

- The PURCHASER will login to his PERSONAL PAGE.
- After having selected and placed the items in the basket, the PURCHASER will verify the order and, if necessary, identify and correct errors; it will always be possible to abandon the order until validation.
- The PURCHASER will validate the order and follow the instructions of the online payment server PAYPAL.
- The PURCHASER will be redirected to his/her PERSONAL PAGE. He/she will receive an electronic confirmation of the order, which will include the order number, and the price paid.
- A link will be provided to allow the PURCHASER to DOWNLOAD the ordered WORKS.

7. Support for a LICENSE

Except in the case of defective files that are the result of the PROVIDER's own act of negligence and which he agrees to replace, the PROVIDER does not ensure any after-sales assistance and will transmit to the AUTHOR the needs of assistance of the PURCHASERS having obtained a LICENCE.

8. Payment

The AUTHOR authorizes the PROVIDER to undertake the sale of his WORKS.

In accordance with article 293B of the French tax legislation, and given the status of the PROVIDER, VAT is non applicable on products sold by Luckycaravan Pictures.

The payment of a WORK is made obligatorily through the services of a third party, PAYPAL, in order to secure the payment. Thus, the use of the WEBSITE by the PURCHASER will imply the opening of a PAYPAL account and the acceptance of the associated Terms and Conditions.

During the transaction a receipt representing both the PROVIDER's and the AUTHOR's share will be established for the PURCHASER.

The price of a WORK showcased on the WEBSITE is net of commissions and/or fees payable or deducted by financial institutions for processing a credit card and/or currency conversion for payments received in foreign currency. Additional costs may therefore apply.

9. Guarantees of the AUTHOR

THE AUTHOR guarantees the peaceful enjoyment of the rights to both the PROVIDER and the PURCHASER against any disturbances, claims and evictions of any kind.

THE AUTHOR hereby declares and warrants that:

- The WORKS contain all necessary and sufficient information for their actual sale on the WEBSITE, the information is complete, accurate, and does not contain false, incorrect or contradictory metadata;
- The WORKS UPLOADED on the WEBSITE are original works;
- The WORKS, together with the information accompanying them, do not infringe any copyright, property rights or other rights related to third parties.

THE AUTHOR further declares and warrants that he/she:

- Does not concede a LICENCE by other means for provided WORKS (except periodic licences, covered by the law, at creative ends);
- Does not grant a LICENSE for a work that is the property of one or more authors (except when the WORKS are the property of a group of authors to which the AUTHOR belongs, and for which the AUTHOR has exclusive rights);
- Does not grant a LICENSE for a WORK if he/she does not have all the documents required for the publication and distribution of this WORK;
- If the WORK contains or depicts any recognizable name, voice, person, image, trademark, trade dress, logo, copyrighted audio, design, art, architecture or other works, and the WORK information indicates that the AUTHOR has obtained a model release from the person or persons depicted or a property release from the owner of the Third Party, the AUTHOR has in fact obtained, has and will retain in his/her possession such release or releases. On request by us or the PURCHASER, the AUTHOR will provide such release or releases;
- If the AUTHOR submits a WORK on behalf of his employer or any other person he represents, he/she guarantees that he/she has the full right and power to execute the terms of this CONTRACT on their behalf.

10. Advertising

The PROVIDER commits to clearly identifying on his WEBSITE the advertising websites by mentioning the term “publicity” or equivalent.

The PROVIDER is likely to insert advertisements on the WEBSITE or to subscribe to services proposed by third party companies allowing them to insert directly and automatically the advertisements in the pages of the WEBSITE clearly identified as such.

11. Liability

The AUTHOR acknowledges and assumes all responsibilities and risks of any kind related to the dissemination and commercialization of his/her WORKS on the WEBSITE.

The PROVIDER is only a neutral intermediary between the AUTHOR and the PURCHASER.

Consequently, the responsibility of the PROVIDER, his PARTNERS, his employees or any other party implied in the creation and the exploitation of this WEBSITE shall not be deemed responsible in any way for any prejudice or damage, direct or indirect, of whatever nature, resulting from the access, the use, even partial, or the interpretation of information of this WEBSITE.

The use of the WEBSITE is under the sole responsibility of the USERS.

The AUTHOR accepts responsibility for the entirety of the damages to which the PROVIDER, his PARTNERS, his employees or any other party implied in the creation and the operating of this WEBSITE could be condemned as well as all legal expenses and fees to which they could be exposed.

In all assumptions, the full amount of the liability incurred by the PROVIDER with regard to the USER is limited to the sum of 500 euros.

12. Updating, interruption and availability of the WEBSITE and its contents

The PROVIDER has the possibility of stopping, suspending temporarily or definitively or modifying the access to the whole or part of the WEBSITE, in order to ensure it's maintenance, or for any other reason, without this interruption entitling the USER to any obligation or compensation.

The USER acknowledges and accepts that the PROVIDER is not responsible for the interruptions and consequences that may result for himself or any third party.

There is no provision for technical assistance to the USER whether by mail, telephone or any electronic means.

13. Warning

BY ACCEPTING THIS CONTRACT, THE USER ACKNOWLEDGES THAT HE/SHE HAS READ IT IN FULL, UNDERSTANDS IT, AND HAS THE POSSIBILITY TO REQUEST AN INDEPENDENT LEGAL ADVICE BEFORE ITS ACCEPTANCE.

THE USER AGREES THAT THE CONDITIONS ARE THE FULL AND EXCLUSIVE DECLARATION OF THE AGREEMENT BETWEEN THE USER AND THE PROVIDER, WHICH IS IN LIEU OF ANY PROPOSAL OR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN THE USER AND THE PROVIDER RELATING TO THE OBJECT OF THIS CONTRACT.

14. Duration of contract

This contract is concluded upon acceptance of its Terms and Conditions and for an unlimited duration.

15. Miscellaneous provisions

The PROVIDER can freely transmit, with or without charge, the benefit of this contract to third parties, without the prior consent of the USER.

16. Modification of the general conditions of sale

The PROVIDER has the right to modify, at any time and without notice, these Terms and Conditions of Sale to adapt them to the evolution of the WEBSITE and/or its exploitation.

USERS who do not wish to accept the new version of the CONTRACT, must refrain from utilizing the services provided by LuckyCaravan Pictures from the date on which the revised version is to take effect.

The new Terms and Conditions of Sale will be brought to the attention of the USERS by online modification.

17. Rules of use of the internet and computer security

The USER declares accepting the characteristics and limits of the Internet and in particular recognizes:

- that he/she is solely responsible for the use he makes of the information. Consequently, the PROVIDER can not be held, due to an express or tacit obligation, as being civilly liable to the USER for any direct or indirect damage resulting from the use of said information;
- he/she is aware of the nature of the Internet, in particular its technical performance and the response times for consulting, interrogating or transferring information;
- the communication by the USER of his/her personal identifying information or, in general, any information deemed to be confidential, is made under his/her own responsibility;
- it is the responsibility of the USER to take all necessary measures to ensure that the technical characteristics of his computer allow him to place orders;
- it is the Customer's responsibility to take all appropriate measures to protect its own data and/or software from contamination by viruses circulating through the WEBSITE www.luckycaravan.pictures.

The PROVIDER assumes no responsibility for the services available on the Internet and does not exercise any control whatsoever on the nature and characteristics of the data that may pass through its technical infrastructure.

Since no site is inviolable, the PROVIDER's responsibility can not be questioned if unwanted data are imported and installed on the WEBSITE without his knowledge or if, conversely, the data transmitted by the USER to manage his account or orders are misappropriated for unauthorized use by third parties.

The WEBSITE contains information made available by external companies or hypertext links to other sites that have not been developed by the PROVIDER.

The existence of hypertext links on the WEBSITE leading to other sites does not in any way constitute a validation of these sites or their contents by the PROVIDER. It is up to the USER to use this information or not. The responsibility of the PROVIDER can not be engaged due to the information presented by these third party sites.

The hyperlinks are performed in part automatically, and can not all be verified by the staff of the PROVIDER. If, however, in the pages of the WEBSITE, there is a link to an external page in which illegal contents are to be disseminated by a third party, the PROVIDER will, after having been duly informed of the said contents, erase the link with that page.

The PROVIDER has no means of controlling these third party sites (and/or the products and services they offer) and is not responsible nor guarantees the services provided by such sites.

18. Loss and protection of computer data

The PROVIDER shall assume no liability whatsoever, either direct or incidental, for any damage suffered by the USER as a result of the total or partial loss or of the deterioration of software, data or damage to hardware in connection with accessing or utilizing the WEBSITE (or any other site referenced on the WEBSITE).

It is the sole responsibility of the USER to take all appropriate measures to protect his/her own hardware, programs and data from contamination by any form of malicious software running on the Internet.

19. Collection of data

The PROVIDER commits to respect the confidentiality of all personal data submitted by the USERS to the WEBSITE and to process such data in compliance with the French Data Protection Act, more specifically the "Loi Informatique et Libertés of 6 January 1978 ».

20. Use of COOKIES

Generally, COOKIES are generated for a 12 month period. The most frequently used COOKIES are: Google Analytics, Facebook, Google +, Twitter, etc.

However, the USER has the right to reject the activation of COOKIES by modifying the configuration of his/her browser:

For Mozilla Firefox:

1. Select the "tool" menu then "option"
2. Click on the "Privacy" icon
3. Locate the "cookie" menu and select the appropriate options

For Microsoft Internet Explorer:

1. Choose the "tool" menu then "internet options"
2. Click on the "Confidentiality" icon
3. Select the desired level using the cursor

Under the terms of the Law n ° 78-17 Informatique et Libertés of 6 January, 1978, the USER has the right to access, rectify and delete personal information upon written request at the following mailing address:

LuckyCaravan Pictures

Customer service

1325 Route des Mas

La Boissiere

30170 Pompignan

FRANCE

21. Intellectual Property in the SITE

All content on this WEBSITE, including articles, artwork, screen shots, graphics, logos, databases, digital downloads and other files, is the property of the PROVIDER, unless owned by a third party, and is protected by French and international copyright, trademark and other intellectual property laws.

The names and trademarks mentioned on the WEBSITE are registered trademarks of the PROVIDER or his beneficiaries. Any reproduction, imitation and more broadly any exploitation of these marks are prohibited.

Only private use of the graphic charter and the contents is authorized and this in accordance with the provisions of the Code of the Intellectual Property.

Consequently, the USER may not represent, reproduce, modify or otherwise sell, publish, exploit and distribute in any digital or other format all or part of the information, texts, photos, Images, videos and data present on the WEBSITE, within the meaning of the provisions of article L.112-1 of the Code of the intellectual property, and any other data, without prior written authorization of the PROVIDER

Any unauthorized use of the GRAPHIC CHARTER, the contents, the trademark constitutes acts of infringement of copyright and/or trademark law and engages the criminal and civil liability of the USER on the basis of the Counterfeiting of copyright and/or trademark law, and possibly on the basis of parasitism and/or unfair competition.

22. Right of withdrawal

Insofar as the contract relates to the provision of services executed immediately, the PURCHASER expressly abandons any right of withdrawal and accepts to fully benefit from the effects of the CONTRACT upon acceptance of these Terms and Conditions of Sale.

23. General Provisions

The PROVIDER can freely transmit, with or without charge, the benefit of this contract to third parties, without the prior consent of the AUTHOR.

The nullity of any of the obligations resulting from this contract, for whichever cause, will not affect the validity of the other obligations and the Parties accept to negotiate provisions of replacement in good faith.

For the needs of the present contract, the Parties shall be deemed to be domiciled for the PROVIDER at the officially registered address and for the AUTHOR at the contact indicated at the time of registration.

24. Language of Contract - Applicable duty - Litigation

This contract was originally written in French, the only language being considered in the event of litigation, even in the presence of translations, which must be considered a simple convenience and not having any legal effect, particularly insofar as the interpretation of the contract or the common intention of the Parties.

The WEBSITE can be consulted in various languages and from various countries. However, the WEBSITE and its creator Jerome Robert are both established and registered in FRANCE.

This contract is thus entirely and exclusively subjected to the French law. This submission of the contract to the French right is a determining condition of the assent of the PROVIDER. The USER accepts this condition expressly.

This contract is not governed by the United Nations Convention on Contracts for the International Sale of Goods.

In the event of a dispute relating to the application or the interpretation of this contract, it is expressly agreed that the courts of Montpellier (France) will be only qualified or failing this, the courts of the French territory, even in the event of plurality of defendants or call in warranty.

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