

Terms and conditions of use

Water Puzzle Workshop

Version 2.2 dated 12/09/2025

Eau'Dyssée, a French non-profit organization (association loi 1901), registered with the Prefecture of Rhône under No. W691103587, with its registered office at 1, rue Claudius Lamarche, 69400 Limas, France (hereinafter referred to as "**Eau'Dyssée**" or the "**Association**"), manages the organization, promotion, teaching, and practice of activities related to the **Water Puzzle Workshop** (*La Fresque de l'Eau*). The Water Puzzle Workshop is a collaborative workshop designed to raise awareness of water resources and related challenges. The Association is represented by its President, Ms. Laurie CAILLOUET.

In this context, the Association is responsible for promoting and organizing events, training, and awareness-raising sessions, as well as the dissemination of the Water Puzzle Workshop and related tools and services via its website.

Preliminary Note: The Water Puzzle Workshop is protected under the **Creative Commons CC BY-NC-ND 4.0** public license, which all Users expressly acknowledge.

Section 1. Purpose

The purpose of these general terms and conditions of use (hereinafter the "General Terms and Conditions" or "General Terms and Conditions of Use") is to define the terms and conditions under which a User, as defined below, may interact with the Water Fresco.

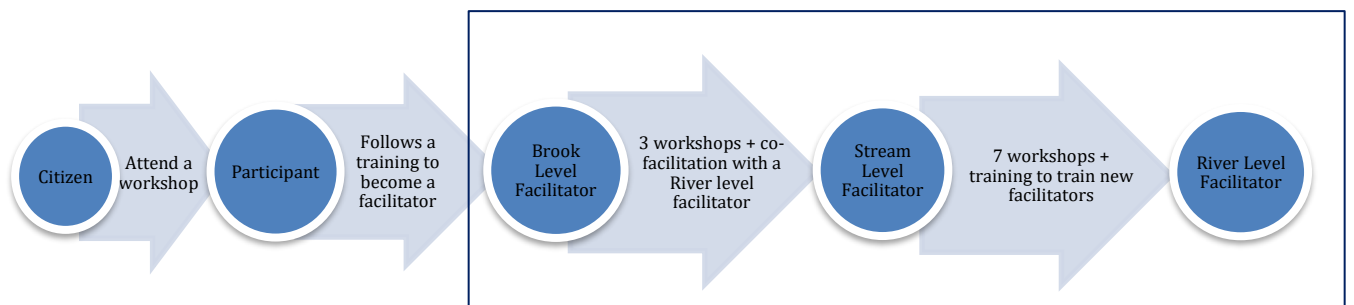
The purpose of these General Terms and Conditions of Use (the "Terms") is to define the conditions under which a User (as defined below) may interact with the Water Puzzle Workshop. These Terms constitute a legally binding contract between Eau'Dyssée and any natural person wishing to use the Water Puzzle Workshop. Access to and participation in the Association's activities require the express and unreserved acceptance of these Terms.

Section 2. General

Article 2.1. Definitions

"User": refers to any person using the Water Puzzle Workshop, including facilitators or trainers. The User must be a natural person and up to date with their membership fees.

Three levels of Users exist and determine the uses of the Water Puzzle Workshop.



- **Brook level:** a facilitator trained in facilitating the Water Puzzle Workshop.
- **Stream level:** a facilitator who has led at least 3 workshops as lead facilitator (including 2 for Eau'Dyssée with official ticketing). **Their knowledge of the workshop must be validated during a co-facilitation with a "River" level facilitator.**

- **River Level:** A facilitator with at least 7 workshops (5 for Eau'Dyssée) who has completed training to train new facilitators.

The conditions of use apply to users of all three levels.

"**Water Puzzle Workshop**": refers to the main game and all related derivatives (mini-games, expansions, Junior version, etc.).

"**Non-Commercial Use**": any use without financial gain, including:

- Voluntary and free activities (friends, family, or public events outside of working hours).
- Educational activities for students by their own teachers.
- Activities led by association employees for the public in a free-to-attend setting

"**Commercial Use**": any use involving payment or professional frameworks, including:

- Paid services provided within a professional structure or during your working hours.
- Internal use organized by management within an organization.
- Workshops organized by associations for a fee (must remain exceptional: max once per month).

Article 2.2. Achieving the Stream level

Users can register for a "Stream Level Validation" workshop on the website. Evaluation is conducted by a River-level facilitator based on timing, key-messages knowledge, and facilitation skills. Validation is not automatic.

The River level facilitator evaluating the user is the unique judge of the user's ability to achieve this level. If no workshop is available, it is possible to ask for a date on the Telegram group.

Please note : obtaining the Stream level depends on the schedule of the workshop and the availability of River level facilitators.

Article 2.3. International branding

For French-language workshops, the name "**Fresque de l'Eau**" must be used. For Spanish-language workshops, the name "**Mural del Agua**" must be used.

Article 2.4. Objectives and Code of Conduct

The goal is to raise public awareness about water issues by increasing the general knowledge of the participants through a balanced, evidence-based facilitation. Users must follow the official documents and avoid using the tool to draw conclusions on specific, localized cases for which it was not designed.

Article 2.5. Non-Commercial Terms of Use

For non-commercial use, CC BY-NC-ND 4.0 terms apply. **No royalty (reversion) is required.**

Section 3. Rights of use for commercial purposes

Article 3.1. Royalties

To support the Association's mission, a royalty fee is required for commercial use :

- **Stream Level (Sufficient):** for internal use within the facilitator's own organization (unpaid for the facilitator) or for public sector agents leading sessions for elected officials.

Fee: €3 (excl. VAT) per participant.

- **River Level (Mandatory):** for any invoiced service (freelance, company, or association) or when facilitating for a third-party organization.

Fee: 10% of the total invoice amount (excl. VAT).

Article 3.2. Declarations and Legal Compliance

Royalties must be declared via the Facilitator Area on the website. Users are solely responsible for their own tax, social, and administrative obligations. Eau'Dyssée disclaims all liability regarding the User's professional legal standing.

Section 4. Certified Professional Network

Article 4.1 Conditions of membership

Eau'Dyssée focuses its efforts on the general public, educational institutions, and public bodies. However, the association also provides services to private companies.

When no volunteer is available, Eau'Dyssée may:

- **Refer** the company directly to a member of the **Network of Approved Professionals**, or
- **Commission** an approved professional to intervene **on behalf of the Association**, with a dedicated remuneration for the dispatched facilitator.

This arrangement also applies to services for schools or public institutions if the association's volunteer resources are unavailable. All such professional facilitators must hold at least **Stream level** or **River level** status.

Membership in the professional network is valid for one calendar year. Renewal for the following year (N+1) is subject to two conditions met during the current year (N):

- Payment of all royalties (reversions) due for commercial activities (as defined in Section 3.1).
- Volunteer Contribution: the User must contribute at least **6 hours of volunteer work** per year to Eau'Dyssée. This requirement can be fulfilled by:
 - Facilitating one or two volunteer workshop sessions (approx. 3 hours each), or
 - Assisting in event organization, administrative tasks, or other activities.

Article 4.2. Conditions BY and ND of Creative Commons

In the case of commercial use, the BY and ND terms of the Creative Commons license apply in a mandatory and constant manner.

Article 4.3 Indicative amount of services

The following ranges are provided as a reference only. Users remain free to set their own prices.

		Facilitation of a WPW		Training of future facilitators (for River levels only)
		1 table (8 people)	2 tables (16 people)	(14 people)
For...	Teaching	200-300	250-400	200-500
	Association	200-500	300-700	700-1000
	Public body	400-700	600-1000	1000-1500
	Company	600-1000	800-1500	1500-3000

Section 5. Intellectual Property

Article 5.1 Licence CC BY-NC-ND 4.0

Eau'Dyssée is the exclusive owner of the copyright associated with the Water Puzzle Workshop, which the User expressly acknowledges. In accordance with the above, the Water Puzzle Workshop is made available to third parties under the **Creative Commons CC BY-NC-ND 4.0** public license ([Legal Code - Attribution-NonCommercial-NoDerivatives 4.0 International - Creative Commons](#)).

The User undertakes to read and strictly comply with the terms and conditions of the said public license. In the event of a breach of the obligations resulting from the CC BY-NC-ND 4.0 license, the User acknowledges that their personal liability may be incurred by Eau'Dyssée, which reserves the right to take any legal action necessary to end the infringement or obtain compensation for damages.

For the purposes of these Terms, the general principles of the license are as follows:

- **Attribution (BY):** The User must credit Eau'Dyssée as the rights holder.
- **Non-Commercial (NC):** The User is authorized to reproduce and share the workshop for non-commercial purposes, or for commercial purposes only under the specific conditions defined in Section 3 of these Terms.
- **No Derivatives (ND):** The User shall not make any changes to the Water Puzzle Workshop and is not authorized to share or communicate derivative works.

Article 5.2 Trademark Rights

Eau'Dyssée holds the rights of use for the French trademark "**La Fresque de l'Eau**," registered under number 4754123 with the National Institute of Industrial Property (INPI). The User may, upon request, benefit from a right to use the said trademark solely for activities related to the workshop and the Association.

The User undertakes not to damage the image or reputation of Eau'Dyssée. Furthermore, the User must obtain **prior written consent** from Eau'Dyssée for any communication medium using the trademark. These provisions do not constitute an assignment of rights; the User shall refrain from claiming any rights to the trademark or registering any similar signs, trademarks, or domain names in France or abroad.

Section 6. Liability and Warranties

Article 6.1 Liability

The Water Puzzle Workshop is provided "**as is**" without any warranty of any kind. Consequently, Eau'Dyssée does not grant any guarantee of any kind whatsoever, whether express, implied, or statutory, regarding the workshop. In particular, all warranties relating to completeness, merchantability, suitability for specific uses, freedom from latent defects, or non-infringement of third-party rights are expressly excluded.

The User expressly acknowledges that any use of the Water Puzzle Workshop is at **their own risk**. Eau'Dyssée shall not be held liable for any direct, special, indirect, incidental, or consequential damages, nor for any loss, cost, or expense resulting from the use of the workshop by the User, even if Eau'Dyssée was advised of the possibility of such damages.

The User and Eau'Dyssée remain **independent partners**, each acting in its own name and on its own behalf. These Terms do not create any agency, partnership, or joint venture relationship. Furthermore, the User is in no way an employee of Eau'Dyssée and acknowledges full independence in their activities.

The User is solely responsible for any claims or disputes arising from contracts with their own customers; Eau'Dyssée shall not be liable for the performance or consequences of such contracts

Article 6.2 Penalties

Any action by the User that is contrary to these General Terms and Conditions of Use and/or the laws and regulations in force may be sanctioned by the termination of its commercial relations with Eau'Dyssée, as well as the authorisations and licences granted to it hereunder, without prejudice to any recourse that Eau'Dyssée may take to compensate for its damage.

Section 7. Personal data (GDPR)

"Personal Data Regulation" refers to all applicable European and national laws, notably **Regulation (EU) 2016/679 (GDPR)** and the amended French Law No. 78-17. The User accepts that membership and participation may lead to the collection and processing of personal data. Eau'Dyssée limits such processing to what is strictly necessary for the execution of these Terms and retains data only for the duration of the contractual relationship, or as required by law.

Eau'Dyssée implements technical and organizational measures to ensure data security and confidentiality. In accordance with regulations, the User may exercise their rights to access, information, rectification, portability, erasure ("right to be forgotten"), restriction of processing, and objection. These rights can be exercised via the personal space on the website, by email to the administrator, or by post to 1, rue Claudius Lamarche, 69400 Limas.

Section 8. Changes to the General Terms and Conditions

Eau'Dyssée reserves the right to modify these General Terms and Conditions at any time and without justification. If necessary, the User will be kept informed of any update. It is the User's responsibility to keep the General Terms and Conditions for their own use and archiving.

If one or more provisions of these General Terms and Conditions are held to be invalid or declared as such pursuant to a law, regulation or following a final decision of a competent court, the other provisions shall retain their full force and scope.

Section 9. Applicable law

These Terms are exclusively governed by and construed in accordance with **French law**. In the event of a dispute, Eau'Dyssée and the User agree to an **obligation of conciliation** and must use their best efforts to resolve the matter amicably. If amicable attempts fail, the competent **courts of Lyon, France**, shall have exclusive jurisdiction.

It is expressly agreed that the parties may communicate electronically. Emails exchanged between them serve as valid proof of the content of their communications and commitments.

The following table summarises the different scenarios mentioned herein.

- The green screen boxes mean that it is necessary to have the Stream level (see Section 2.2) to carry out the workshop.

- NC: not applicable, contact the Association for this particular case.

<i>I facilitate... I am...</i>	<i>General public</i>	<i>Within my structure / my establishment</i>	<i>External organizations or any paid service</i>
Volunteer in my free time	➤ Free (no charge for participants)	NC	NC
Employee or volunteer of an association	➤ Free (if free for participants) ➤ 10% royalty if participants pay (max once per month, otherwise considered as paid service) <i>E.g. general public, association volunteers</i>	➤ Royalties of 3€ per participant (if free for participants; otherwise considered as paid service) <i>E.g. other employees of the structure during their working hours</i>	➤ Royalties of 10% excl. VAT of the total amounts received
Employee of a public body	➤ Free (if free for participants; otherwise considered a paid service)	➤ Royalties of 3€ per participant (if free for participants; otherwise considered a paid service) <i>Includes elected officials directly attached to the structure.</i>	➤ Royalties of 10% excl. VAT of the total amounts received
Employee of a private structure	➤ Free (if free for participants; otherwise considered a paid service)	➤ Royalties of 3€ per participant	➤ Royalties of 10% excl. VAT of the total amounts received
Teacher	➤ Free (no charge for participants)	➤ Students in my school: free ➤ My colleagues: Royalties of 3€ per participant	NC
Independent	➤ Royalties of 10% excl. VAT of the total amounts received	➤ Royalties of 3€ per participant (if free for participants, otherwise it is a paid service)	➤ Royalties of 10% excl. VAT of the total amounts received

