

Terms & Conditions

These Terms & Conditions (“Terms”) govern participation in snowboard lessons provided by EdenQuest Co., Ltd. (“EdenQuest”).

By completing payment, the Participant acknowledges that they have read, understood, and agreed to abide by these Terms.

If the Participant does not agree, they should discontinue the registration process before payment. Once payment is completed, the Participant is deemed to have accepted these Terms and is bound by them.

Chapter 1: Course Purpose and Teaching Responsibilities

Article 1 (Purpose and Responsibilities)

1. The purpose of the course is limited to teaching snowboard techniques, improving the Participant’s independent riding ability, and enhancing safety awareness.
2. EdenQuest does not provide personal care, companionship, or other private services unrelated to snowboard instruction.
3. EdenQuest’s teaching responsibility is an “obligation of effort.” During the course, instructors will provide professional guidance, demonstrations, safety reminders, and real-time feedback according to the Participant’s level.
4. EdenQuest does not guarantee that the Participant will achieve a specific technical level, obtain certification, or reach any particular outcome.
5. The Participant understands and agrees that learning outcomes vary depending on individual conditions, attendance, and practice effort. EdenQuest bears no responsibility for guaranteed results.

Chapter 2: Course Content and Instructor Arrangements

Article 2 (Course Content)

1. Lessons are conducted by instructors designated by EdenQuest, who act on behalf of EdenQuest in fulfilling teaching responsibilities.
2. Course dates, locations, and duration must be agreed upon and confirmed by both EdenQuest and the Participant in advance.
3. To promote independence, instructors will not engage in physical contact with Participants except in necessary emergency safety situations.

Article 3 (Instructor Qualifications and Supervision)

1. EdenQuest shall ensure that instructors hold valid snowboard teaching certifications and meet Taiwanese, Japanese, or international standards.
2. Instructors must comply with ski resort regulations and EdenQuest’s teaching guidelines, and are subject to EdenQuest’s supervision and management.

Article 4 (Instructor Substitution)

1. If the designated instructor is unable to teach due to illness, emergency, or force majeure, EdenQuest will notify the Participant in advance and arrange a substitute instructor of equivalent qualifications.
2. If the Participant does not agree to the substitution, they may choose to reschedule or request a refund. EdenQuest will refund part or all of the fee depending on circumstances.

Chapter 3: Fees, Payment, and Refunds

Article 5 (Fees and Payment Methods)

1. Course fees are determined based on the number of participants, course content, and duration, according to EdenQuest's published fee schedule.
2. The Participant must complete payment at least 10 days before the course begins.
3. Accepted payment methods include:
 - Bank transfer to EdenQuest's designated account (transfer fees borne by the Participant)
 - Third-party payment platforms designated by EdenQuest (e.g., credit card, PayPal, Stripe)
 - Cash payment on the day of the course, if approved by EdenQuest, completed before the course begins
4. If the Participant fails to complete payment before the course begins, EdenQuest has the right to refuse participation.
5. Upon payment, EdenQuest shall provide a receipt or proof of payment.

Article 6 (Cancellation and Refund Policy)

1. Cancellation one week before the course date: free, full refund including transfer fees.
2. Cancellation 6–3 days before the course: 50% of the course fee charged; EdenQuest refunds 50% plus transfer fees.
3. Cancellation 2 days before or on the day of the course: 100% of the course fee charged; no refund.
4. If EdenQuest cancels the course, EdenQuest must provide a full refund and bear transfer fees.
5. If cancellation is due to bad weather or force majeure, EdenQuest reserves judgment and must offer rescheduling or a full refund.
6. Refunds shall be processed within 30 days of cancellation.

Article 7 (Make-up Lessons and Time Calculation)

1. Course time is based on the reserved schedule. Delays due to the Participant's lateness, equipment preparation, or early departure are counted as course time and are not extended or rescheduled.
2. Early departure or absence by the Participant generally does not qualify for refunds or make-up lessons.
3. If the Participant cancels due to injury, major accident, or force majeure, they may apply for a full or partial refund with proof. EdenQuest may offer make-up lessons depending on circumstances.

Chapter 4: Participant Conduct and Violations

Article 8 (Participant Conduct Rules)

1. Participants must follow instructor directions, ski resort regulations, and safety rules during lessons.
2. The following behaviors are prohibited:
 - a. Endangering oneself or others
 - b. Disrupting lessons or disturbing order
 - c. Attending under the influence of alcohol or judgment-impairing drugs
 - d. Bringing unauthorized companions into the teaching area
 - e. Any other violations of ski resort rules or EdenQuest's policies

Article 9 (Violation Handling and Consequences)

1. If a Participant violates rules and fails to comply after warnings, EdenQuest may terminate the lesson.
2. Depending on severity, EdenQuest may cancel the Participant's eligibility to continue, with no refund of fees already paid.
3. If a Participant's violation causes damage to others or to EdenQuest, the Participant must compensate for losses.
4. Disciplinary measures must follow the principle of proportionality and avoid excessive punishment.

Chapter 5: Safety Management and Risk Disclosure

Article 10 (Safety Management)

1. Participants must monitor their own health status and follow instructor directions and ski resort safety rules during lessons.
2. Participants are expected to act responsibly to ensure their own safety and avoid endangering other participants or third parties.
3. EdenQuest may suspend or terminate a Participant's participation if necessary to protect overall safety.
4. Participants acknowledge that EdenQuest bears no liability for injuries resulting from ordinary negligence, except where prohibited by law.

Article 11 (Risk Disclosure)

1. Participants (and guardians, if applicable) understand and agree that snowboarding is a high-risk sport.
2. Risks may arise from personal mistakes, weather conditions, resort environment, or other unforeseen factors, potentially resulting in injury, property loss, or accidents.
3. By registering, Participants voluntarily assumes all risks associated with snowboarding lessons and agrees to be responsible for their own safety.
4. The Participant waives any right to sue EdenQuest, its instructors, employees, or affiliates for ordinary negligence related to participation in lessons, except where prohibited by law.
5. The Participant (and guardian, if applicable) agrees to indemnify and hold harmless EdenQuest against claims, damages, or expenses arising from their participation.

Article 12 (Health Restrictions)

1. Participants may not join lessons if they suffer from:
 - a. Heart disease, severe hypertension, or other cardiovascular conditions
 - b. Epilepsy or conditions causing sudden loss of consciousness
 - c. Severe respiratory diseases (e.g., acute asthma)
 - d. Serious bone or joint injuries affecting safe participation
 - e. Infectious diseases that may endanger others
 - f. Any other condition deemed unsuitable for strenuous exercise by a physician
2. Participants must truthfully declare their health status at registration and provide medical proof if required.
3. If a Participant conceals or fails to declare relevant conditions, EdenQuest may refuse participation without refund or compensation.

Chapter 6: Insurance and Emergency Medical Care

Article 13 (Insurance Responsibility)

1. EdenQuest provides basic sports insurance to cover general risks during lessons.
2. Participants must obtain valid insurance that specifically covers snowboarding activities (e.g., travel accident insurance, activity-specific insurance). Coverage should include accidental injury, medical expenses, baggage loss, and course cancellation.
3. EdenQuest may provide information or assistance with insurance but is not obligated to enforce or arrange insurance purchase.

Article 14 (Emergency Medical Care)

1. If a Participant experiences an accident or sudden illness during lessons, EdenQuest instructors will provide necessary first aid and notify the Participant's emergency contact or guardian.
2. EdenQuest may arrange ambulance services or hospital transfer if required.
3. All costs arising from emergency medical care are the responsibility of the Participant or their guardian.

Chapter 7: Equipment, Clothing, and Tickets

Article 15 (Resource Ownership and Use)

1. Equipment, clothing, protective gear, and lift tickets provided by EdenQuest must be returned intact after lessons.
2. If Participants use their own equipment or clothing, they are responsible for its care and maintenance. EdenQuest does not assume responsibility for personal items.
3. Participants must use EdenQuest's resources properly, follow instructor directions and resort rules, and may not lend or repurpose them for other uses.

Article 16 (Damage and Loss Responsibility)

1. Participants must exercise proper care in using and managing EdenQuest's equipment, clothing, and tickets.
2. If damage or loss is caused by a Participant's intent or gross negligence, they must compensate EdenQuest at market value or repair cost.
3. Normal wear or damage due to force majeure does not require compensation.
4. If resources are not returned as required, EdenQuest may claim reimbursement for related costs.

Chapter 8: Minors and Guardians

Article 17 (Participation of Minors)

1. Participants under 18 years of age must have registration and payment completed by their legal guardian, which constitutes agreement to all Terms & Conditions.
2. Participants under 7 years of age must be accompanied by their legal guardian throughout the entire lesson.

Article 18 (Guardian Responsibilities)

1. Legal guardians must assist minors in following lesson rules and remain contactable during the course.
2. If a minor violates rules, leaves the group, or refuses to cooperate, EdenQuest may require immediate intervention by the guardian.
3. Guardians must pick up minors promptly after lessons; EdenQuest does not assume responsibility for care beyond lesson hours.
4. If a minor causes damage due to violation or negligence, the guardian shares liability with the minor for compensation.
5. Guardians agree to indemnify EdenQuest against claims arising from a minor's participation.

Chapter 9: Personal Data Protection

Article 19 (Collection, Processing, and Use of Personal Data)

1. EdenQuest may collect necessary personal data such as name, contact information, and health status for registration, lesson management, insurance applications, emergency contact, and compliance with legal requirements.
2. Such data will only be used for the purposes stated above and will not be provided to third parties or used for commercial purposes without the Participant's consent.

Article 20 (Rights to Access, Correction, and Deletion)

1. Participants have the right to request access to, review, supplement, correct, or delete their personal data, or to request cessation of its collection, processing, or use.
2. EdenQuest shall process such requests within the timeframes required by applicable personal data protection laws.

Article 21 (Data Retention and Post-Termination Handling)

1. EdenQuest shall retain personal data during the validity of these Terms and for any legally required retention period.
2. Upon expiration of the retention period or termination of participation, EdenQuest shall delete, anonymize, or cease use of the data, either proactively or upon request by the Participant.
3. If laws or contractual obligations require retention, EdenQuest will comply accordingly.
4. If EdenQuest ceases operations or discontinues relevant services, it shall handle personal data in accordance with applicable laws, including deletion, anonymization, or transfer to authorities, and notify Participants.

Chapter 10: Photos, Videos, and Portrait Rights

Article 22 (Course Photography and Use of Portrait Rights)

1. During lessons, if photos, videos, or live streaming are required, EdenQuest must obtain prior consent from the Participant and their guardian (if applicable).
2. Participants have the right to refuse being photographed or having their portrait made public. If they refuse, EdenQuest may not compel or otherwise use their image.
3. If EdenQuest wishes to use a Participant's portrait for promotional, educational, or other purposes, separate written authorization must be obtained from the Participant or their guardian.

Article 23 (Protection of Portrait Rights)

1. Without consent from the Participant or their guardian, EdenQuest may not publish the Participant's portrait on websites, social media, or use it for commercial purposes.
2. If unauthorized publication of a Participant's portrait causes harm to their rights, EdenQuest shall bear liability for damages.
3. Participants agree that EdenQuest may use photos or videos internally as teaching records or materials, but not for external publication unless separately authorized.

Chapter 11: Termination and Breach of Contract

Article 24 (Conditions for Termination)

1. Both EdenQuest and the Participant may terminate participation before the course begins by following the agreed procedures and deadlines. Refunds will be handled according to the cancellation policy.
2. If the course cannot proceed due to force majeure (e.g., natural disasters, epidemics, resort closure, government orders), both parties may agree to terminate participation. EdenQuest shall refund part or all of the fees depending on circumstances.
3. If either EdenQuest or the Participant commits a serious breach and fails to remedy after being notified, the other party may terminate participation early and retain the right to claim damages.

Article 25 (Liability for Breach of Terms)

1. Any party who violates these Terms and causes damage to the other party or a third party shall bear full liability for damages.
2. Damages include actual losses and expected benefits, but may not exceed reasonable limits.
3. If termination is due to force majeure, neither EdenQuest nor the Participant bears liability for damages.

Chapter 12: Course Changes and Force Majeure

Article 26 (Course Changes)

1. If a Participant needs to change the course date, location, instructor, or number of participants, they must submit a request within the deadline announced by EdenQuest before the course begins.
2. EdenQuest will coordinate changes depending on available resources, but last-minute changes may incur handling fees.
3. If a Participant fails to submit a request within the required deadline, EdenQuest may refuse the change and enforce the original booking.

Article 27 (Weather and Force Majeure)

1. If the course cannot proceed due to natural disasters, resort closure, transportation disruption, government orders, epidemics, or other force majeure events, EdenQuest reserves the right to determine whether the course can safely proceed.
2. EdenQuest may offer rescheduling or refunds for the uncompleted portion of the course.
3. EdenQuest bears no liability for damages resulting from cancellations or interruptions caused by force majeure.
4. Both EdenQuest and Participants agree to resolve force majeure events in good faith to avoid disputes.

Chapter 13: Third-Party Responsibility

Article 28 (Third-Party Responsibility)

1. If lessons involve ski resorts, equipment rental providers, or other third-party services, Participants must comply with the regulations of those third parties.
2. If a Participant suffers damage due to defects in third-party facilities, equipment, or services, the third party shall bear legal responsibility.
3. EdenQuest is responsible only for its own teaching services and does not assume liability for third-party facilities or services.

Article 29 (Joint Negligence and Joint Liability)

1. If EdenQuest and a third party jointly cause damage to a Participant, both shall bear joint liability under civil law.
2. After compensation, EdenQuest may seek reimbursement from the third party according to their share of responsibility.
3. Participants understand and agree that EdenQuest's responsibility is limited to teaching services, and any liability beyond that rests with the third party.

Chapter 14: Dispute Resolution and Governing Law

Article 30 (Negotiation and Mediation)

1. If disputes arise during the application or performance of these Terms, EdenQuest and the Participant shall first attempt to resolve them through good-faith negotiation.
2. If negotiation fails, both parties may jointly apply for mediation according to local legal procedures.

Article 31 (Arbitration or Litigation)

1. If negotiation or mediation does not resolve the dispute, both parties may choose arbitration or litigation as stipulated in these Terms.
2. Arbitration shall follow local arbitration laws, and awards are final and binding.
3. If litigation is chosen, both parties agree that the court located at EdenQuest's principal place of business shall have jurisdiction for the first instance.

Article 32 (Applicable Law)

1. These Terms shall be governed by and interpreted under the laws of Japan. For international participants, EdenQuest may agree to apply another jurisdiction's law, provided it does not conflict with mandatory Japanese provisions.
2. For cross-border transactions or international participants, both parties may agree on applicable law, provided it does not violate mandatory legal provisions.
3. If any clause is deemed invalid under law, the remaining clauses remain effective.

Chapter 15: Miscellaneous Provisions

Article 33 (Entire Agreement)

1. These Terms & Conditions constitute the complete agreement between EdenQuest and the Participant, replacing all prior oral or written discussions, promises, or agreements.
2. No modifications or supplements are valid unless agreed in writing by both EdenQuest and the Participant.

Article 34 (Amendment Procedure)

1. Any amendment or supplement to these Terms must be agreed in writing and signed or confirmed by both parties to be legally effective.
2. Oral promises or unsigned documents do not constitute valid amendments.

Article 35 (Notification Method)

1. Notifications between EdenQuest and Participants shall be made in writing, by email, or through EdenQuest's official announcements.
2. Participants must provide accurate contact information. If incorrect information prevents receipt of notifications, EdenQuest bears no responsibility.

Article 36 (Supplementary Provisions)

1. If any clause of these Terms is deemed invalid or unenforceable, the remaining clauses remain effective.
2. Headings are provided for convenience only and do not affect interpretation.
3. These Terms take effect upon the Participant's payment and EdenQuest's confirmation, and remain valid until course completion or termination under these Terms.