

Terms (NB Revised)

Wish Upon a Planner Travel Agent Discount & Licensing Program Terms and Conditions

Thank you for your interest in the Wish Upon a Planner® Travel Agent Program. We're excited to bring you this offer to help all your clients have the vacation of their dreams!

These Terms of Use agreement are entered into by and between You and Bubblegum Pink Productions LLC DBA Wish Upon a Planner (hereafter "Website", "Site", "Company", "I", "We", "Me", "My" "Us", "Our").

Here are the details on how the program works:

Important

Travel Agents must agree to abide by all terms and conditions of this program. Violation of these terms may result in early termination and forfeiture of product licenses without a refund; we also may take legal action and/or invoice you for all additional licenses used without consent.

Who Can Participate?

This Program is available to licensed Travel Agents only.

How Does the Program Work?

Travel Agents will receive a significant discount on bulk purchases of our digital travel guides. OR the option to use our materials to create custom itineraries and guides for their 1:1 clients (see more below). The specific discount will be determined based on the quantity purchased.

The purchase of a Program Plan entitles the Travel Agent to a specified number of licenses, or creative access, to the following Wish Upon a Planner® products:

- The Complete Parks Strategy Playbook to Walt Disney World
- The Lightning Lane Masterclass

Upon purchase and vetting of agent status, Travel Agent will receive coupon codes that can be shared with their clients. Each coupon code is valid for one free digital travel guide per traveling party. The guide is intended for personal use only and cannot be shared or resold. Once redeemed, the traveling party will have access to the guides and updates for 1 year.

What is the Creative License?

An unlimited creative license is for one agent only, not an agency. Agency and anyone more than one person must fill out an [agency application](#), even for creative licensing.

The creative license allows you to reference our materials and strategies to create and inspire your own client guides and itineraries. You cannot directly copy and paste our products or copy them and replace with your branding or logo.

Your Responsibilities

Travel Agent may NOT:

- Copy, reproduce, or distribute any portion of our digital travel guide without our express written consent.
- Use any of our content or strategies to create derivative products or services for sale.
- Charge their clients any fees for the digital travel guide.

Travel Agent may:

- Use their own knowledge and expertise to provide travel planning services.
- Use the Unlimited Creative License to reference for the creation of your own 1:1 client guides and itinerary packets. You may not use the license to create any products for sale.
- Offer the guide as part of a promotion or package, but there must be no direct monetary exchange for the guide itself.
- Advertise their partnership with Wish Upon a Planner® and the availability of the free digital travel guide to their clients.

Wish Upon a Planner reserves the right to sue and to collect any money received if you use, redistribute, or copy any of our products and use it to profit.

Intellectual Property

All intellectual property rights in the digital travel guide, including but not limited to copyrights, trademarks, trade secrets, text, illustrations, photographs, etc. are owned by Wish Upon a Planner®.

IP Usage Rules:

- You are not permitted to make any changes to our products.
- You must not display our products in any way that might be deemed distasteful (including foul language or profanity) or that defames or misrepresents Wish Upon a Planner®.

- You may use the Wish Upon a Planner® logo and product images for purposes related to your participation in the Program but you may not represent our products as your own.

Confidentiality

Travel agents agree to keep confidential all proprietary information and trade secrets disclosed to them by Wish Upon a Planner® in connection with this Program. If you provide feedback about our Program, you grant us the right to incorporate that feedback without any compensation due to you for its use.

Liability

- Wish Upon a Planner® is not responsible for any losses or damages incurred by Travel Agents or their clients as a result of using our products.
- Wish Upon a Planner® is not responsible for any issues that may arise with travel planning, including but not limited to itinerary changes, cancellations, or disputes with service providers.
- Wish Upon a Planner® is only responsible for providing technical support related to accessing and using our digital products. Wish Upon a Planner® will not provide 1:1 support or consulting services, or answer emails related to these inquiries.

Term and Termination

Program Plans are issued on an annual basis. The current rate is not guaranteed and prices are subject to change. If you purchase an unlimited annual license, your rate will renew at the same rate and not increase each year, unless we notify you. We will give you a minimum of a 14 day notice and the option to cancel or renew at the new price. We may terminate this Program at any time, with or without cause. Upon termination, all coupon codes will become invalid after one year from termination date.

Miscellaneous

GOVERNING LAW

These Terms and Conditions are governed by and construed in accordance with United States law. Any dispute arising out of or related to the information contained herein is subject to adjudication in the state of Kentucky, United States.

DISPUTE RESOLUTION

If we cannot find a resolution to a dispute or potential claim by means of good-faith negotiation, then you explicitly agree to make a reasonable attempt to resolve any such dispute through Alternative Dispute Resolution or Mediation before filing a civil cause of action.

ALL RIGHTS RESERVED

All rights not expressly granted in these Terms and Conditions, or any expressly written here, are reserved by Bubblegum Pink Productions LLC DBA Wish Upon a Planner®.

SEVERABILITY

If any part of these Terms and Conditions is deemed unlawful and/or unenforceable, all other provisions will remain in full force and effect.