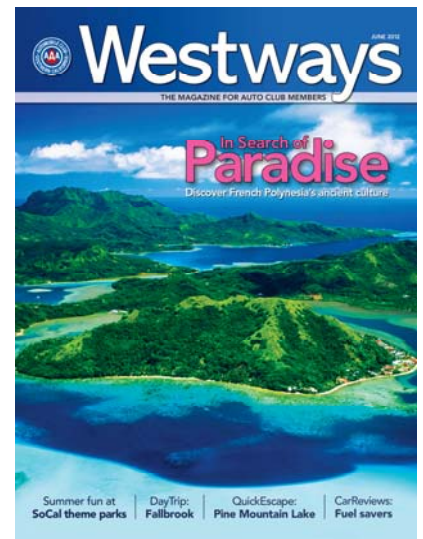




The AAA brand influences both readership and buying habits

AAA is one of the most recognized brands in the world. Now you can put that power to work for you by going directly into the homes of all AAA members in Southern California. **Westways** magazine is published eight times per year and features travel, automotive, and lifestyle editorial.

The key to AAA's high-return advertising programs is trust. Because active, affluent members trust AAA's reliable, high quality service, they use it to make their travel plans, insure their cars and homes, and to help when they are stranded on the side of the road. There's simply no better time and place to influence their buying decisions than in **Westways** magazine.



Westways

Westways

THE MAGAZINE FOR AUTO CLUB MEMBERS

WHAT'S COMING IN 2013

JANUARY/FEBRUARY

FAMILY ADVENTURE IN CHINA: A pedicab tour, a river cruise, and a sword-dancing lesson are just a few stops on this Adventures by Disney guided tour.

ALABAMA'S CIVIL RIGHTS TRAIL: On the 50th anniversary of the March on Washington, we visit significant sites in our nation's civil rights movement.

DOWNTOWN L.A.'S CULTURAL RENAISSANCE: A look at LA's lively cultural landscape, from hot live-music venues to Chinatown's budding arts district.

MARCH/APRIL

COACHELLA MUSIC FESTIVAL: Be in the know! A must-read guide to the venues where you can catch an exclusive show of your favorite band.

RESURGENCE OF VINYL RECORD STORES: A look at why this format has become so popular again, plus a roundup of shops.

HAWAII'S MOM AND POP SHOPS: An island-by-island roundup of the best of these local emporiums.

GRAND THEFT AUTO: How to protect your car from being gone in 60 seconds.

MAY

THE ROMANCE OF RIO: Wrap your arms around Brazil's most sensuous city: samba, glorious beaches, savory food, and more.

TRENDS IN RIVER CRUISING: An introduction to the range of cruises in Europe, Asia, S. America, and the U.S., and how they differ from ocean cruising.

100 FREE THINGS TO DO IN SOCAL. Everything from museum events to performing arts to dining.

JUNE (The Great Outdoors Issue!)

SOCAL NATIONAL PARKS: An expert's guide to Joshua Tree, Death Valley, and Channel Islands.

CALIFORNIA MISSIONS: Our writer journeys to three missions—on foot—and maps the route for readers.

BOULDER, CO: Fun and active things to do on a quick getaway to this mountain playground. yoad trip through Carsland, which is scheduled to open at Disney California Adventure Park in the summer of 2012.

JULY/AUGUST

BALI: PARADISE FOUND: Hike volcanic Mount Batur, visit villages specializing in batik-making, and more.

LAGUNA'S PAGEANT OF THE MASTERS: A behind-the-scenes look at this 80-year arts tradition in SoCal.

NEON ART IN SOCAL: We'll meet top artists and go on a "neon cruise" offered by the Museum of Neon Art.

WILDFIRE SAFETY CHECKLIST: Simple steps to help increase your home's chances of surviving a fire.

SEPTEMBER (Food Issue!)

THE CULINARY MAGIC OF MOUGINS: A visit to this food mecca in the South of France for a tasty look at its colorful history and famous restaurants.

FIVE HOTTEST FOOD TRENDS: We'll tell you where to enjoy them—from San Diego to Spain.

WHERE THE CHEFS SHOP: An insider's guide to where they buy their favorite ingredients—you can too!

LIQUID GOLD: The difference between a California olive and a Mediterranean? Find out that and more here.

OCTOBER

RESULTS OF OUR PHOTO CONTEST: Plus tips for taking great travel photos.

THE NEW ROYAL PRINCESS: We go aboard Princess Cruises' newest ship on its European debut.

CARIBBEAN COMBO: Don't know Antigua from Aruba? Don't worry, be happy, and read our primer on the most popular islands and what makes each distinct.

GREEN TRAVEL: Hotels that keep bees, a club that generates electricity when people dance, and more.

NOVEMBER/DECEMBER

GONE FISHING TO ALASKA: Big fish tales from Anchorage and the Kenai Peninsula.

GIFT GUIDE: A handy guide to creating homemade gifts for the holidays with a little help from SoCal shops.

CARLESS SAN DIEGO: Discover five charming neighborhoods by foot, by bike, or by trolley.

DEADLINES

	J/F	M/A	May	June	J/A	Sep	Oct	N/D
Space:	11/1	1/2	3/1	4/1	5/1	7/1	8/1	9/3
Materials:	11/7	1/7	3/7	4/5	5/7	7/5	8/7	9/9

Rate Base: 4,050,000

Total Audience: 9,315,000



Call your local sales representative today to reserve your space in *Westways*.

Audience Profile

2013

Circulation Region: Southern California

Circulation: 4,050,000 ♦ Audience: 9,315,000

Westways

- Each issue of Westways is delivered to 1 in every 2 Southern California households.
- On average, Westways reader households earn \$26,100 more than non-reader households in Southern California.
- Westways readers are 44% more likely to have a post-graduate degree than the average Southern Californian.



Southern California		Audience	Composition	Coverage	Index
Men		4,411,000	47%	51%	96
Women		4,904,000	53%	56%	104
Married		5,543,000	60%	64%	119
Household Income					
\$60,000+		6,956,000	75%	74%	139
\$75,000+		5,791,000	62%	76%	142
\$100,000+		4,220,000	45%	79%	149
\$150,000+		2,234,000	24%	91%	171
\$200,000+		1,006,000	11%	95%	178
Average HHI	\$107,900				
Median HHI	\$93,000				
Age					
18-34		2,199,000	23%	35%	66
35-54		3,971,000	43%	57%	107
55-64		1,415,000	15%	68%	128
65+		1,730,000	19%	79%	148
Median Age	48.3 years				
Education					
Attended college		6,762,000	73%	69%	130
Bachelor's degree+		3,564,000	38%	77%	144
Home					
Own home		6,399,000	69%	70%	132
Median home value	\$423,301				
Mean home value	\$456,116				

Source: 2012 Doublebase, prototype; GfK MRI



Readership

2013

Circulation Region: Southern California

Circulation: 4,050,000 ♦ Audience: 9,315,000

- ♦ Another glowing testimony to the editorial excellence of *Westways*[™] and its unprecedented readership by AAA members who rarely miss an issue
- ♦ Readers take 26.6 minutes, on average, out of their busy schedules to spend reading an issue
- ♦ *Westways* provides 41.2% of readers with information when planning a domestic or foreign trip



Actions taken as a result of reading *Westways* in the past year:

Took Any Action	77.3%
Became aware of AAA discount(s) and Used/received AAA discount(s)	44.6%
Visited/Contacted AAA office	29.7%
Visited AAA.Com	18.3%
Used AAA Tourbook	15.9%
Traveled to a Destination Advertised or Written About	13.6%
Visited an Advertiser's web site or Contacted an Advertiser Directly for Information	12.3%
Planned or Modified Existing Plans for a Trip	10.9%
Made Reservations or Bought Tickets	10.7%
Called a Toll-Free Number	8.8%
Visited/Contacted AAA Travel Agent	8.4%
Obtained Information on a Product or Service Advertised	7.3%
Sent for Information Using AAA Magazine Reader Service Card	3.2%

Westways Readership

- ♦ For household incomes over \$100,000, readers spend an average of 24.9 minutes reading an issue
- ♦ 90% of all members are reading at least 1 issue of *Westways*
- ♦ Per household (members and nonmembers), an average of 2.2 people read an issue of *Westways*
- ♦ 83.7% of members prefer *Westways* in hardcopy form

Source: 2011 Westways Reader Profile Study, GfK MRI



Regional Travel

2013

Circulation Region: Southern California

Circulation: 4,050,000 ♦ Audience: 9,315,000

- ♦ Californians themselves are the mainstay of Southern California's travel and tourism industry, comprising more than 80% of domestic travel.



Areas visited in the last 12 months

Los Angeles	47.6%	Mammoth Mountain/Lakes Area	9.2%
San Diego	40.8%	Paso Robles	8.6%
Las Vegas, NV	38.6%	Catalina Island	6.9%
Orange County	35.4%	Lake Tahoe	6.7%
Anaheim	33.7%	Napa Valley	6.7%
Long Beach	31.2%	Monterey/Carmel	6.5%
Palm Springs Area	29.7%	New York City, NY	6.4%
Newport Beach	25.8%	Yosemite	6.2%
Santa Barbara County	24.2%	Colorado River	5.9%
San Francisco Bay Area	22.6%	Chicago, IL	5.8%
Temecula	18.9%	San Jose/Santa Clara	5.8%
San Bernardino/Riverside	17.8%	Sedona, AZ	4.9%
Ventura County	15.7%	Tucson, AZ	4.9%
Carlsbad	15.3%	Reno, NV	4.3%
San Luis Obispo County	14.3%	Death Valley	3.1%
Central California Coast	12.9%	Sequoia Kings Canyon	3.1%
Lake Arrowhead/Big Bear	12.9%	Santa Cruz	2.8%
Phoenix/Scottsdale, AZ	11.9%	Gold Country	1.9%
None of these	10.8%	Santa Fe, NM	1.7%
Laughlin, NV	9.8%	Sonoma	1.6%
Sacramento/Central Valley	9.8%		

Source: 2011 Westways Reader Profile Study, GfK MRI

9 of the top 10 most popular reader vacation spots are within the state of California



Travel Planning and Booking

2013

Circulation Region: Southern California

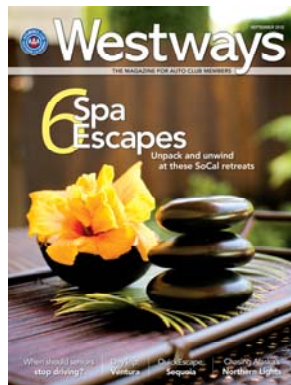
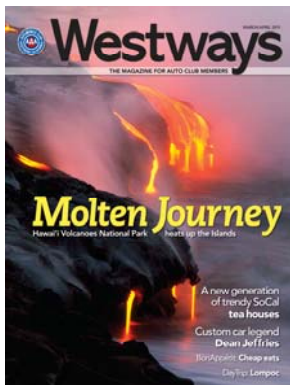
Circulation: 4,050,000 ♦ Audience: 9,315,000

Readers of Westways most often look to the magazine for travel related information. This is evident from the high percentage of readers who use the magazine when planning a trip.

Sources of information when planning a trip:

Friends or Relatives	50.7%
Westways Magazine	39.9%
Other Websites	35.0%
Direct from Accommodations/Travel provider	24.4%
Other Magazines/Newspapers	22.5%
Television	16.9%
Other Travel Agency	16.9%
AAA Website	15.9%
AAA Travel Agency	15.7%
Books	14.9%

Source: 2011 Westways Reader Profile Study, GfK MRI



Method readers use to make reservations or buy tickets for a trip:

Direct from Travel Provider	59.2%
Other Web Sites	47.3%
AAA Travel Agency	18.7%
Other Travel Agency	16.8%
AAA Web Site	8.5%



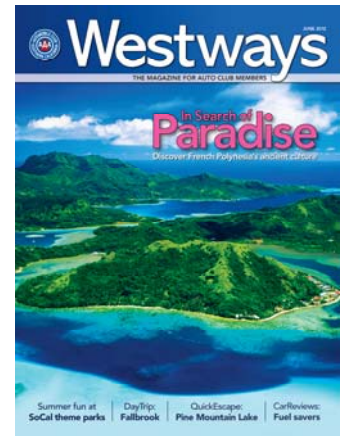
You only need one publication

Westways delivers more "buyers" in Southern California than any other print media

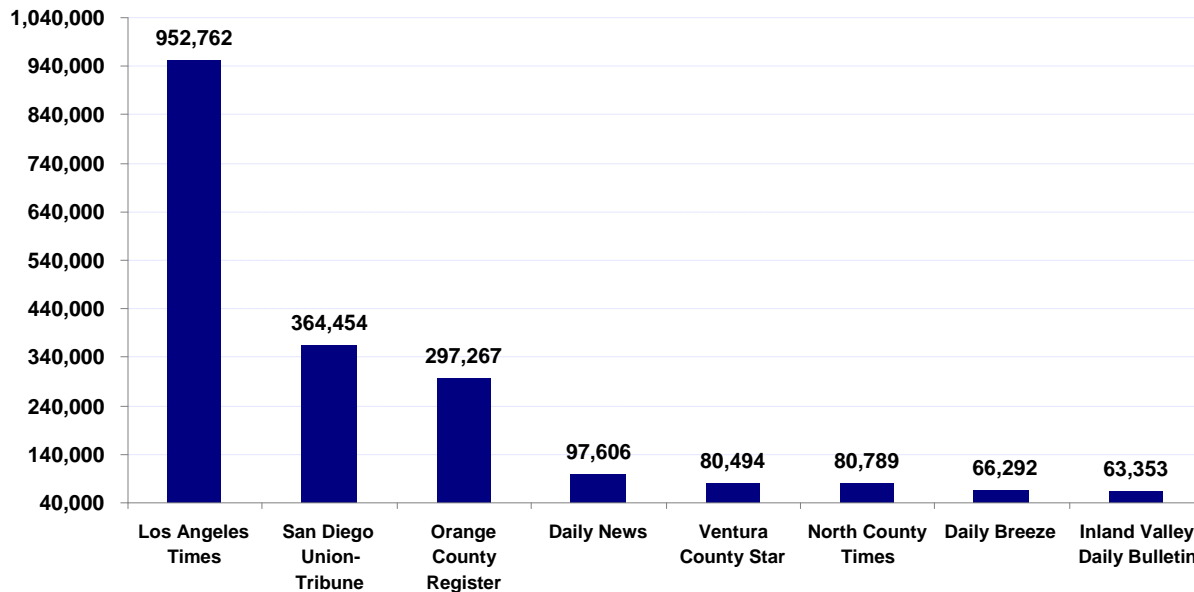
4,093,292

Westways Publishers Statement, June 2012

Westways is delivered to 1 in every 2 Southern California Households

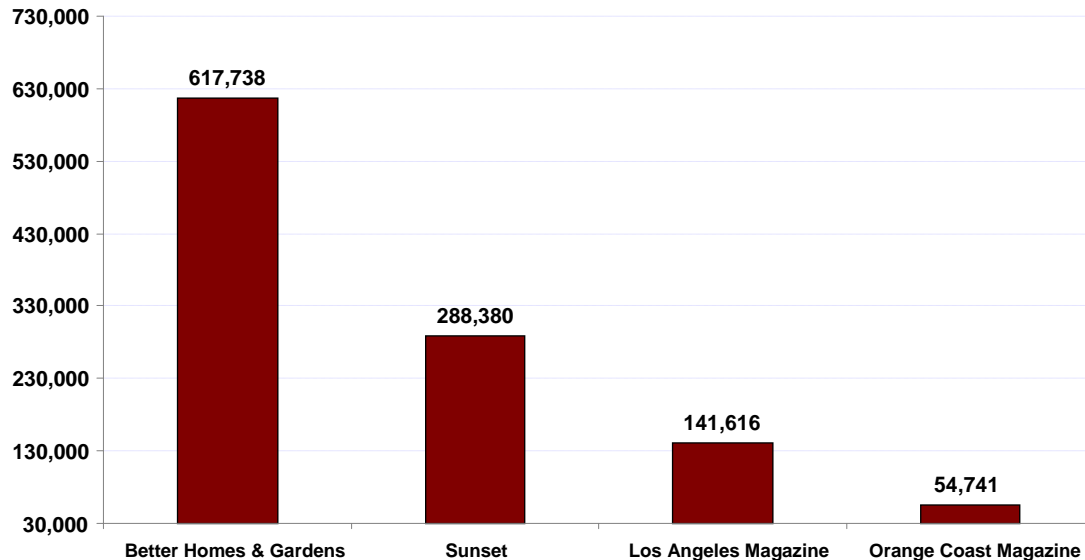


Total Southern California Adults



Newspapers

Total Southern California Adults



Magazines



General Advertising Rates

2013

All rates are gross

Rate Card #58
Effective January 2013



Rate Base: 4,050,000 ♦ Total Readers: 9,315,000

Circulation Region: Southern California

	1X	3X	6X	8X
4 Color				
Full Page	\$ 57,130	\$ 53,700	\$ 51,990	\$ 50,850
2/3 Page	41,120	38,650	37,420	36,600
1/2 Page	30,860	29,010	28,080	27,470
1/3 Page	20,720	19,480	18,860	18,440
1/6 Page	10,570	9,940	9,620	9,410
B&W				
Full Page	\$ 45,140	\$ 42,430	\$ 41,080	\$ 40,170
2/3 Page	33,840	31,810	30,790	30,120
1/2 Page	27,100	25,470	24,660	24,120
1/3 Page	18,050	16,970	16,430	16,060
1/6 Page	9,030	8,490	8,220	8,040
Cover 2	\$ 65,720	\$ 61,780	\$ 59,810	\$ 58,490
Cover 3	\$ 62,860	\$ 59,090	\$ 57,200	\$ 55,950
Cover 4	\$ 57,130	\$ 53,700	\$ 51,990	\$ 50,850



Travel Guide Rates

2013

All rates are NET

Rate Card #58
Effective January 2013



Rate Base: 4,050,000 ♦ Total Readers: 9,315,000
Circulation Region: Southern California

	1X	3X	6X	8X
4 Color				
1/3 Page	\$ 12,950	\$ 12,170	\$ 11,780	\$ 11,530
1/6 Page	6,590	6,190	6,000	5,870
3 inch	4,550	4,280	4,140	4,050
2 inch	3,080	2,900	2,800	2,740
1 inch	1,580	1,490	1,440	1,410
B&W				
1/3 Page	\$ 10,450	\$ 9,820	\$ 9,510	\$ 9,300
1/6 Page	5,400	5,080	4,910	4,810
3 inch	3,650	3,430	3,320	3,250
2 inch	2,460	2,310	2,240	2,190
1 inch	1,260	1,180	1,150	1,120



2013 Issue Dates	Space Close	Materials Due	First Possible In-Home Dates
Jan/Feb	11/1/12	11/7/12	12/17/12
March/Apr	1/2/13	1/7/13	2/21/13
May	3/1/13	3/7/13	4/20/13
June	4/1/13	4/5/13	5/20/13
July/Aug	5/1/13	5/7/13	6/20/13
September	7/1/13	7/5/13	8/21/13
October	8/1/13	8/7/13	9/20/13
Nov/Dec	9/3/13	9/9/13	10/21/13

RUN OF BOOK

Space Sizes	Bleed (W x H)	Trim (W x H)	Non-Bleed (W x H)
Full Page	8.125"W x 10.75"H	7.875"W x 10.5"H	-
Back Cover	8.12"W x 8.5"H	7.875"W x 8.25"H	-
Spreads	16.125"W x 10.75"H	15.75"W x 10.5"H	-
2/3 Page Vertical	-	-	4.5"W x 9.5"H
1/2 Page Horizontal	-	-	6.875"W x 4.625"H
1/2 Page Island	-	-	4.5"W x 7.125"H
1/3 Page Vertical	-	-	2.125"W x 9.5"H
1/3 Page Square	-	-	4.5"W x 4.625"H
1/6 Page Vertical	-	-	2.125"W x 4.625"H

Note: Live copy no less than .25" from trims

TRAVEL GUIDE

1/3 Page Square	4.5"W x 4.625"H
1/6 Page Vertical	2.125"W x 4.625"H
3 Inch	2.125"W x 3"H
2 Inch	2.125"W x 2"H
1 Inch	2.125"W x 1"H

DIGITAL AD REQUIREMENTS

All ads should be uploaded to

www.adshuttle.com/acepubs

Ads must be submitted as a PDF/X1a

Application files such as Adobe Illustrator, InDesign, and Quark Xpress are not acceptable. File must be high resolution (300 dpi), CMYK or grayscale (no spot colors, RGB, LAB, or ICC color profiles) with a maximum density of 300. Preferred fonts are Open Type and Type 1 and should be imbedded. All marks (trim, bleed, center, color bars) should be included in all colors and outside of the bleed area.

PROOFING REQUIREMENTS

You may either agree to waive a proof in Ad Shuttle, or send a 4/C SWOP proof (made from supplied file) to:
JoAnn Granich
Westways
3333 Fairview Road, A327
Costa Mesa, CA 92626-1698
Tel: 714-885-2383
Fax: 714-885-1109
granich.joann@aaa-calif.com





For the six months ended
June 30, 2012

USPS 3541 Circulation Verification

Editorial Overview: AAA Westways is a magazine edited specifically for Automobile Club members in Southern California. It offers bright and timely coverage of local issues, plus vital consumer information about travel, insurance, automobiles and safety issues. In addition, the magazine contains departments offering expert advice for travelers and motorists, and money saving opportunities on local attractions, events and travel.

Frequency: 8 times/year

TOTAL AVERAGE PAID & VERIFIED CIRCULATION

	Average for the Statement Period	%	Rate Base	Above (Below)	% Above (Below)
Subscriptions					
Paid	4,093,292	100%			
Verified	N/A				
Total Paid & Verified Subscriptions	4,093,292	100%			
Single Copy Sales	N/A				
Total Paid & Verified Circulation	4,093,292	100%	3,950,000	143,292	3.5%

PAID CIRCULATION BY ISSUE

Issue	Paid Circulation				
Jan/Feb	3,994,873				
Mar/Apr	4,023,975				
May	4,090,871				
June	4,093,292				

3 YEAR TREND

	2010	%	2011	%	2012	%
Subscriptions:						
Paid	3,859,441	100.0	3,952,324	100.0	4,093,292	100.0
Verified	N/A		N/A		N/A	
Total Paid & Verified Subscriptions	3,859,441	100.0	3,952,324	100.0	4,093,292	100.0
Single Copy Sales	N/A		N/A		N/A	
Total Paid & Verified Circulation	3,859,441	100.0	3,952,324	100.0	4,093,292	100.0
Year Over Year Percent of Change				2.4%		3.6%
Average Annualized Subscription Price	\$2.00		\$2.00		\$2.00	

CIRCULATION BY STATE - for the June 2012 issue

State	Paid Subscriptions	State	Paid Subscriptions
Alabama	288	Ohio	807
Arizona	5,521	Oklahoma	529
Arkansas	323	Oregon	2,272
California	4,045,895	Pennsylvania	879
Colorado	2,245	Rhode Island	122
Connecticut	420	South Carolina	350
Delaware	47	South Dakota	421
District of Columbia	244	Tennessee	712
Florida	2,213	Texas	4,190
Georgia	995	Utah	1,130
Idaho	876	Vermont	74
Illinois	1,211	Virginia	1,288
Indiana	458	Washington	3,113
Iowa	290	West Virginia	79
Kansas	342	Wisconsin	450
Kentucky	284	Wyoming	194
Louisiana	450		
Maine	124	TOTAL 48	4,092,279
Maryland	674	CONTERMINOUS	
Massachusetts	882	STATES	
Michigan	689		
Minnesota	490	Alaska	200
Mississippi	196	Hawaii	1,098
Missouri	621		
Montana	414	TOTAL ALASKA &	1,298
Nebraska	177	HAWAII	
Nevada	4,358		
New Hampshire	160	U.S. Unclassified	-
New Jersey	751		
New Mexico	703	TOTAL UNITED	4,093,577
New York	2,260	STATES	
North Carolina	972	Poss. & Other	33
North Dakota	96	Areas	
		U.S. & POSS., etc.	4,093,610
		Canada	-
		International	-
		Other Unclassified	-
		Military or Civilian	-
		Personnel Overseas	-
		GRAND TOTAL	4,093,610

DMA BREAKDOWN AS OF JUNE 30, 2012

DMA	Paid Subscriptions	DMA	Paid Subscriptions
Bakersfield	71,876	Monterey-Salinas	1,809
Chico-Redding	1,002	Palm Springs	344,590
El Centro	6,232	Sacramento - Stockton - Modesto	5,574
Eureka	555	San Diego	498,575
Fresno-Visalia	36,125	San Francisco - Oakland - San Jose	14,405
Los Angeles	2,842,654	Santa Barbara - Santa Monica - SLO	124,911
		Other	2,376
		TOTAL DMA - Southern California	3,950,684

ANALYSIS OF TOTAL NEW AND RENEWAL PAID INDIVIDUAL SUBSCRIPTIONS

Total gross subscriptions (new and renewal) sold in the six month period ended June 30, 2012

DURATION

		%
a. One to six months (1 to 4 issues)	None	
b. Seven to eleven months (5 to 7 issues)	None	
c. Twelve months (8 issues)	2,056,552	100%
d. Thirteen to twenty-four months	None	
e. Twenty-five months and more	None	
Total Subscriptions Sold in Period	2,056,552	100%

USE OF PREMIUMS

		%
a. Ordered without premium	2,056,552	100%
b. Ordered with material reprinted from this publication	None	
c. Ordered with other premiums	None	
Total Subscriptions Sold in Period	2,056,552	100%

CHANNELS

		%
a. Ordered by subscriber action via direct mail, direct mail agents, inserts, online, renewals, catalogs, or other outlets available to the subscribers	None	
b. Ordered by subscribers in response to unsolicited telemarketing and door to door selling	None	
c. Ordered by subscribers in response to fund-raising programs of schools, churches, and other similar organizations	None	
d. Subscriptions as part of membership in an organization	2,056,552	100%
Total Subscriptions Sold in Period	2,056,552	100%

We certify that to the best of our knowledge all data set forth in this Publisher's Statement are true and report circulation in accordance with the United States Postal Service.

Parent Company: Automobile Club of Southern California
 AAA Westways
 2601 Figueroa
 Los Angeles, CA 90007
 P: 714-885-2403
 F: 714-885-2335
 www.aaa.com

JIM DOOLEY-GREEN
 Postal Affairs/Circulation/Distribution

TAMARA HILL
 Publisher

Dated Signed: August 24, 2012

Advertiser Information

2013

Rate Card 58 Effective January 2013

ADVERTISER INFORMATION

TERMS OF SALE

Net 30 days from date of invoice. First time advertisers must prepay by Ad Close date. Publisher reserves the right to request further prepayment for so long as Publisher desires.

COMMISSION

15% paid to recognized agency on space, position, color and bleed charges, provided the account is paid within 30 days from invoice date.

COMBINATION RATES

Sold in combination with AAA Western Magazine Network.

SHORT RATES AND REBATES

Each page or fractional page counts as one insertion. Frequency discounts may be earned with any combination of different size insertions used during a 12-month period. If a greater frequency discount is earned, a rebate will be made. If the billed rate is not earned, the short rate will be based on the number of insertions actually run during the contract period. See Advertising Contract Provisions for more details.

CANCELLATIONS

Must be received from advertiser in writing prior to Materials Due date; all orders non-cancellable after Materials Due date of relevant issue. (See Section C of Contract Conditions.)

SEND ALL INSERTION ORDERS TO:

Westways

Attn: Jim Green
3333 Fairview Road,
Mail Stop A327
Costa Mesa, CA 92626-1698
Tel: 714-885-2394
Fax: 714-885-1109
Green.Jim@aaa-calif.com

COPY REGULATIONS

A. The caption line "ADVERTISEMENT" shall be printed at the top of advertisements that either carry no signature or resemble editorial pages.

B. When new ad material, covered by an uncanceled Insertion Order is not received by the applicable Materials Due date, copy run in the previous Issue will be inserted.

C. The Publisher will not be bound by any terms or conditions, printed or otherwise, appearing on any order blank or copy instructions, when such conditions conflict with the Publisher's Advertising Policy Guidelines, Advertising Contract Provisions or Rate Card.

CONTRACT CONDITIONS

ADVERTISING CONTRACT PROVISIONS

A. In order to place advertising with the Automobile Club of Southern California ("Publisher"), Advertiser (as defined below) shall complete and execute an Advertising Contract & Insertion Order (the "IO" and together with the terms and conditions set forth in this Rate Card, collectively referred to as this "Contract"). "Advertiser" means the party designated in the IO as "Advertiser". The publication selected in the IO shall be referred to as the "Publication," and the issue(s) designated in the IO shall be referred to as the "Issue(s)."

B. Advertiser shall have the right, without liability to Publisher to terminate the entire Contract at any time prior to the Ad Close date for the first insertion ordered under the Contract's IO.

C. Once the Ad Close date for any Issue has passed, but the Materials Due date for that Issue has not yet passed, Advertiser may, by written notice to Publisher received prior to the Materials Due

date, cancel Advertiser's insertion for that issue by paying 10% (Ten percent) of the Earned Rate.

D. Once the Ad Close date and the Materials Due date for any Issue has passed, Advertiser may only cancel an insertion for that Issue with the written consent of the Publisher and upon payment of 100% (One hundred percent) of the Earned Rate for that insertion within 30 days after invoice date. Advertiser's failure to provide materials for an insertion in an Issue on or prior to the Materials Due date for that Issue shall be deemed a cancellation of such insertion, unless Publisher agrees in writing to an extension of the Materials Due date for that particular insertion.

E. Advertiser's cancellation of any insertion specified in the IO automatically nullifies any rate protection and any preferred position reservation as to any remaining insertions specified under the IO.

F. Publisher shall have the right, at its option, to terminate this Contract at any time by written notice to Advertiser, in which event Advertiser shall pay for insertions already published, and any Frequency Discount contracted for in the IO shall apply irrespective of the actual number of insertions published prior to termination.

G. Publisher shall have the right to terminate this Contract and any other agreements, contracts or insertion orders entered into by Advertiser and Publisher, at any time with or without notice to Advertiser upon the occurrence of any of the following ("Events of Default"): (i) a failure by Advertiser to pay in full any invoice on or prior to its due date, (ii) an insertion specified in the IO was not published within the Contract Period (as defined in the IO) as a result of one or more cancellations by Advertiser, or (iii) a breach by Advertiser of any other provisions of the Contract. In the event of such termination by Publisher, Advertiser shall pay Publisher for all insertions already published under the Contract at the Earned Rate. Failure of Publisher to terminate this Contract upon the occurrence of an Event of Default shall not be deemed a waiver of Publisher's right to terminate this Contract by reason of any subsequent Event of Default.

H. Publisher reserves the right to revise its advertising rates at any time. Any new rate immediately applies to insertions not previously covered by the Contract's IO. Insertions already covered by the IO may receive rate protection only if published in the six months immediately following the date when the new rates become effective. Advertiser may terminate this Contract on the date new rates become effective, provided that prior to said effective date, Advertiser gives to Publisher written notice of such termination; and, in the event of such termination, Advertiser shall only be liable for insertions already published and any Earned Discount contracted for in the IO shall apply irrespective of the actual number of insertions actually published prior to termination.

I. Publisher reserves the right at Publisher's sole discretion to revise or reject any advertisement or portion thereof. Publication of advertising copy shall not affect the Publisher's right to revise or reject the same copy thereafter. (See Advertising Policy Guidelines)

J. Advertiser warrants and represents that any material submitted to Publisher is original; truthful and not misleading; does not violate any law or infringe the copyrights, trademarks, trade names, patents or other intellectual property rights of any other person; and contains no matter that is libelous, an invasion of privacy, an unlawful appropriation of the name or likeness, or otherwise injurious to the rights of any other person; and Advertiser has obtained all necessary consents prior to submission to Publisher. Advertiser assumes all responsibility for all content (including, but not limited to, text, representations, names, photographs, and illustrations) of advertisements printed. Advertiser agrees to indemnify, defend and hold Publisher, its officers, members of its Board of Governors, employees and agents, harmless against any and all claims, losses, liabilities and expenses, including attorney's fees and legal expenses, resulting from or attributable to the publication of any material submitted by Advertiser under this Contract.

K. An IO that specifies pages or directs insertion of advertising in a special position or on a designated page or specifies "or omit" will



Advertiser Information

2013

not be accepted. Any provision in the IO specifying or barring the use of any page because of the kind of news or advertising on that page, on its reverse side or on the facing page will not be legally binding upon Publisher but will be treated as a request only. Discontinuance of advertisements ordered "Till Forbid" and changes or cancellations of advertisements must be given in writing. No oral agreements will be recognized.

L. IN THE EVENT OF ANY ERROR OR OMISSION IN PRINTING OR OTHER INADVERTENT PUBLICATION OF AN ADVERTISEMENT, PUBLISHER'S LIABILITY SHALL NOT EXCEED THE COST OF THE SPACE USED OR THE COST OF THE INSERTION OMITTED. IN THE EVENT OF ANY OTHER BREACH OF PUBLISHER'S OBLIGATIONS UNDER THIS CONTRACT, PUBLISHER'S LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY ADVERTISER TO PUBLISHER UNDER THIS CONTRACT. Publisher shall have no liability unless it receives written notice of the error or omission no later than 30 calendar days after the Issue Date (as defined below) of the Issue in which or with respect to which the error or omission occurred. The cover of each Issue bears a designation consisting of (a) either one month, or two months separated by a forward slash, and (b) followed by year. The first day of the first month so designated shall be referred to herein as the "Issue Date." (By way of example only, January 1, 2012 is the Issue Date of the Issue designated "January/February 2012.") Where the same insertion is ordered for more than one Issue, credit, if allowed, shall be for the first insertion only and may, at the sole discretion of Publisher, be given in the form of republication of the corrected advertisement. No adjustment will be made under circumstances in which Advertiser, its client or its agent is responsible for the error.

M. Advertiser authorizes Publisher, and any of its affiliates or agents, to obtain credit reports in Advertiser's name at any time.

N. To the extent Advertiser fails to pay any invoice from Publisher when due, Advertiser further agrees that Publisher may refer Advertiser's account to a collections agency. Advertiser acknowledges and agrees that Publisher, or any of its affiliates or agents, may from time to time report the credit experience of Publisher, or one of its affiliates, with Advertiser to third parties, including, without limitation, governmental authorities and credit reporting agencies. Advertiser hereby waives and holds Publisher harmless from and against any and all claims that Advertiser may have as a result of such reporting.

O. If Advertiser fails to pay an invoice from Publisher when due and payable, a late payment charge of 1.5% per month (or the highest rate permitted by law, if lower), will be applied, as of the thirty-first (31st) day after the invoice date, to the outstanding balance of such invoice and the agency commission, if applicable, is also revoked on the 31st day.

P. Publisher shall have the right at any time, at its sole discretion to require prepayment for any advertising under this Contract (or any other insertion order submitted by Advertiser or Advertiser's client) on such terms as it may see fit. In the event Advertiser fails to make a prepayment within five (5) business days after delivery to Advertiser of a written demand from Publisher therefore, Publisher shall have the right to immediately terminate this Contract and any other agreement or insertion order entered into by Advertiser and Publisher, without further notice to Advertiser and without any liability to Publisher.

Q. If Advertiser is an advertising agency placing advertising on behalf of a client:

1. This Contract shall have no force or effect until (a) such client has executed and delivered to Publisher a letter on a form provided by Publisher, providing for, among other things, such client's liability in the event Advertiser fails to make timely payment of amounts owing to Publisher under this Agreement, or (b) Publisher waives in writing the requirement set forth in Clause (a).

2. This Contract creates a direct payment obligation of Advertiser to Publisher, irrespective of whether Advertiser is paid by its client, except to the extent Publisher receives valid payment from Advertiser's client.

3. Advertiser shall not be entitled to any advertising agency commission with respect to any invoice unless such invoice is paid within 30 days of invoice date.

R. Any notice required or permitted to be given under this Contract shall be in writing and shall be effective immediately upon receipt if delivered personally or by reputable national overnight delivery service, or two (2) working days from mailing such notice if mailed through the United States mail, certified, postage prepaid, return receipt requested, and addressed to each party as follows: (i) if to Publisher at Automobile Club of Southern California, 3333 Fairview Road, Mail Stop A327, Costa Mesa, CA 92626-1698, Attention: Publisher, and (ii) if to Advertiser, to the address(es) set forth in the boxes titled "Agency" and "Client" on the IO, to the extent either box is completed.

S. IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATED TO, THE PERFORMANCE OF SERVICES UNDER THIS CONTRACT, UNDER ANY THEORY OF LAW, EVEN IF ADVERTISER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

T. Advertiser agrees that no representations or warranties of any kind have been made to Advertiser by Publisher or by any of its agents and that no understanding has been made or agreement entered into other than that set forth in the Contract.

U. This contract shall be governed by the laws of the State of California. Any legal action relating to this Contract shall be brought in a State or Federal Court sitting in the County of Orange, State of California.

ADVERTISING POLICY GUIDELINES

A. All advertisements must be approved by the Publisher before they are deemed acceptable for publication in Westways.

B. Publisher reserves the right to inspect or test any product or service to be advertised before the advertisement is deemed acceptable. Publication of any advertisement for a product or service tested by Publisher shall not be deemed an endorsement thereof by Publisher.

C. All advertising copy must comply with the guidelines established for editorial material in word, illustration, and design.

D. Priority of available advertising space will be given to Advertisers of products and services that bear a relationship to the demographics of Westways subscribers. General categories include, but are not limited to: (1) automobiles, other vehicles, and transportation facilities; (2) accommodations, resorts, restaurants, recreational areas, tours, and cruises; (3) consumer electronics and sporting equipment; and (4) aftermarket products and services related to the above categories.

E. Advertisements of products or services in which the Automobile Club of Southern California has a special expertise or in which the ad might be construed as an endorsement must receive specific approval by the Publisher with regard to the veracity of the ad or the product or service advertised. Examples include (1) automotive products, (2) insurance products, (3) vehicle-repair business or products, (4) travel-related products or services, and (5) group purchase plans.

F. Advertisements considered unacceptable include, but are not limited to, the following: (1) distilled spirits; (2) all "per inquiry" arrangements; (3) personal vanity products (such as those claiming to restore hair, reduce weight, remove fat, increase bust size, restore youth, improve sexuality); (4) get-rich-quick schemes, speculative offerings, and any claims made to amass personal fortunes or to guarantee "winning"; (5) garish displays, unacceptable posture of models, or advertisements that might appeal to sensuous or prurient interests; (6) political candidates or causes; (7) religious persons or doctrines; (8) escort services; and (9) illegal or questionable products or services. Advertisements for products or services not included in the categories set forth above may also be unacceptable if, in the opinion of the Publisher, they are considered inappropriate for publication in Westways.

