



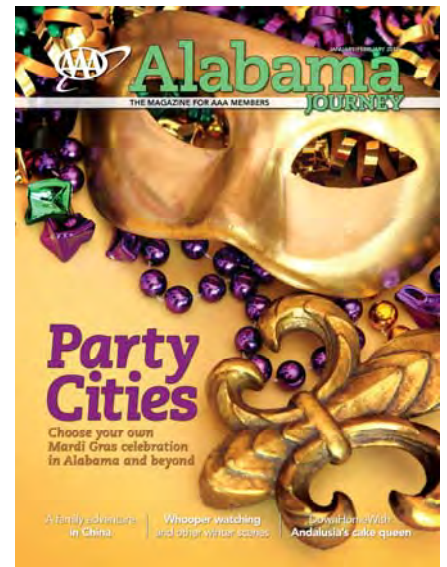
# Alabama JOURNEY

**Alabama Journey** magazine is the AAA member publication that inspires AAA Alabama members to experience their region and the world.

Every issue yields high readership and actions taken by AAA members as a result of reading Alabama Journey.

Alabama Journey offers advertisers the opportunity to expand their brand by delivering their message into the homes of purchasing AAA Member households throughout Alabama.

Alabama Journey is published six times per year providing award winning travel editorial, automotive, membership information, discount savings and more.



# Alabama JOURNEY

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## 2014 PLANNED EDITORIAL LINEUP *(subject to change)*

### JANUARY/FEBRUARY

- The Muscle Shoals scene. A tour of the history of Alabama's legendary "sound."
- Out&About: Alabama's craft brew scene.
- DownHomeWith: Valerie McClean, runner and organizer of Birmingham's Mercedes Marathon.

### MARCH/APRIL

- GulfQuest's Grand Opening. We'll introduce this new Mobile attraction as it makes its dramatic debut. (Depends on final opening date.)
- Rocky Mountaineer Railtour. A scenic rail journey in Canada.
- DownHomeWith: Verna Gates, the creator of Fresh Air Family, a nonprofit organization that leads hikes and other outdoor activities throughout the state.

### MAY/JUNE

- American Queen. A family retraces Mark Twain's heartland on a steam-powered paddle-wheeler.
- Belize Adventure. A trek to explore Mayan cave ruins.
- Out&About: Food, events, and things to do around the state.

### JULY/AUGUST

- Start Your Engines. Satisfy your need for speed at the Porsche Sport Driving School at the Barber Motorsports Park Museum, the Nascar experience at Talladega, and the Indy Racing Experience at Walt Disney World.
- Rapid Routes. Check out the new Chattahoochee River Whitewater Park near Phenix City.
- Out&About: Black bears make a comeback in Alabama, plus other outings.
- DownHomeWith: A chat with the keeper of the lion mascots at the University of North Alabama in Florence.

### SEPTEMBER/OCTOBER

- From the Field. We'll examine Alabama chefs who are getting back to basics and bringing the state's growing farm-to-table movement to the masses. Sidebar possible on top food trucks.
- Hilo. A roundup of places to go, things to do, and meals to eat in this quiet town on the Big Island.
- Out&About: Fall activities and other outings.
- DownHomeWith: A nutty professor who brings expertise to the Dothan Peanut Festival.

### NOVEMBER/DECEMBER

- Auto Factory Tours. Go behind the scenes with a trip to the Hyundai plant in Montgomery and Mercedes near Tuscaloosa.
- London's Soho. A journey through the city's trendiest neighborhoods – and one of most historic.
- GoingPlaces: Holiday activities.



# Audience Profile

# 2014

Circulation Region: Alabama

Circulation: 210,000 ♦ Readers: 420,000

## Alabama JOURNEY

- ♦ On average, Alabama Journey readers earn a household income that is \$11,300 greater than non-readers in the region
- ♦ Alabama Journey readers are 66% more likely than non-readers in the region to have a household income greater than \$200,000 per year



Alabama Journey readers		Audience	Composition	Coverage	Index
Men		141,000	33%	8%	74
Women		279,000	67%	14%	122
Married		223,000	53%	11%	98
Household Income					
\$60,000+		224,000	53%	14%	127
\$75,000+		134,000	32%	12%	110
\$100,000+		99,000	24%	15%	135
\$150,000+		36,000	9%	12%	103
Average HHI	\$74,100				
Median HHI	\$62,200				
Age					
18-34		96,000	23%	10%	86
35-54		183,000	44%	13%	115
55-64		71,000	17%	9%	82
65+		70,000	16%	13%	112
Median Age	49.3 years				
Education					
Attended college		241,000	57%	12%	109
Bachelor's degree+		102,000	24%	11%	93
Home					
Own Home		314,000	75%	12%	106
Mean home value	\$220,788				
Median home value	\$181,543				

Source: 2013 Doublebase, prototype: GfK MRI



# Readership

# 2014

Circulation Region: Alabama

Circulation: 210,000 ♦ Readers: 420,000

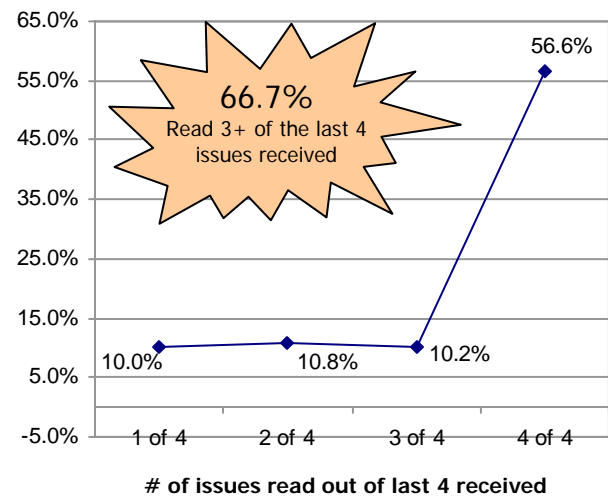
- ♦ Readers spend 22.2 minutes, on average, reading or looking into an issue of their AAA publication
- ♦ Readers who read 3-4 out of 4 issues spend an average of 25.3 minutes reading or looking into an issue of their AAA publication



## Actions taken as a result of reading Alabama Journey in the past year:

Took Any Action	66.7%
Became Aware of AAA Discount(s)	35.3%
Visited/Contacted AAA office	24.8%
Used/Received AAA Discount(s)	24.0%
Visited AAA.com	15.8%
Used AAA Tour Book	14.2%
Made Reservations or Bought Tickets	12.3%
Traveled to a Destination Advertised or Written About	12.1%
Planned or Modified Existing Plans for a Trip	11.2%
Called a Toll-Free Number	10.1%
Called or Visited AAA Travel Agent	9.2%
Obtained Information on a Product or Service Advertised	7.7%
Visited an Advertiser's Web Site	7.5%
Contacted an Advertiser Directly for Information	5.0%
Used Advertising for Travel Planning	4.3%
Bought an Advertised Product or Service	4.0%

## Alabama Journey Readership



Source: 2013 Alabama Journey Reader Profile Study, GfK MRI



**Alabama**  
JOURNEY

# Regional Travel

# 2014

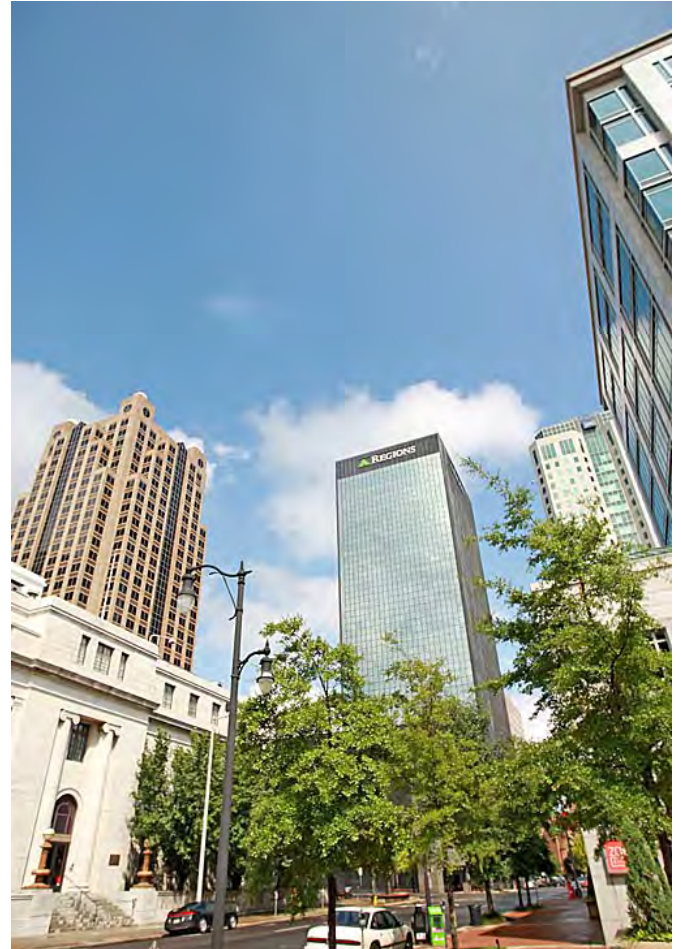
Circulation Region: Alabama

Circulation: 210,000 ♦ Readers: 420,000

- ♦ 80.9% of Alabama Journey readers took at least one overnight domestic trip in the past year

## Regional areas visited in the past year

<b>Alabama:</b>	
Birmingham	46.3%
Orange Beach/Gulf Shores	31.9%
Huntsville	23.2%
Tuscaloosa	22.9%
Montgomery	21.8%
Mobile	18.2%
Auburn/Opelika	16.4%
Gadsden	15.3%
Fairhope	13.4%
Decatur	12.6%
Anniston	12.3%
Guntersville	12.0%
Daphne	8.1%
Talladega	7.9%
Point Clear	7.0%
Troy	6.1%
The Shoals Metro Area	5.2%
Helena	4.6%
<b>Florida:</b>	
Destin	21.9%
Pensacola	19.8%
Panama City	16.5%
Orlando	15.6%
Fort Walton Beach	10.7%
Tampa	5.6%
Miami	5.0%
Florida Keys, FL	3.2%
Atlanta, GA	34.2%
Nashville, TN	20.8%
New Orleans, LA	14.3%
Chattanooga, TN	12.1%
Biloxi, MS	11.1%
Knoxville, TN	8.7%
Memphis, TN	7.0%
Jackson, MS	5.3%
New York, NY	4.7%
San Francisco Bay Area, CA	3.7%
Los Angeles area	3.0%



## In the last 12 months

- ♦ On average, readers took five domestic vacations
- ♦ Readers spent an average of \$2,500 while on a domestic vacation
- ♦ Over 15% of readers spent over \$5,000 while on a domestic vacation

Source: 2013 Alabama Journey Reader Profile Study, GfK MRI



# Travel Planning and Booking

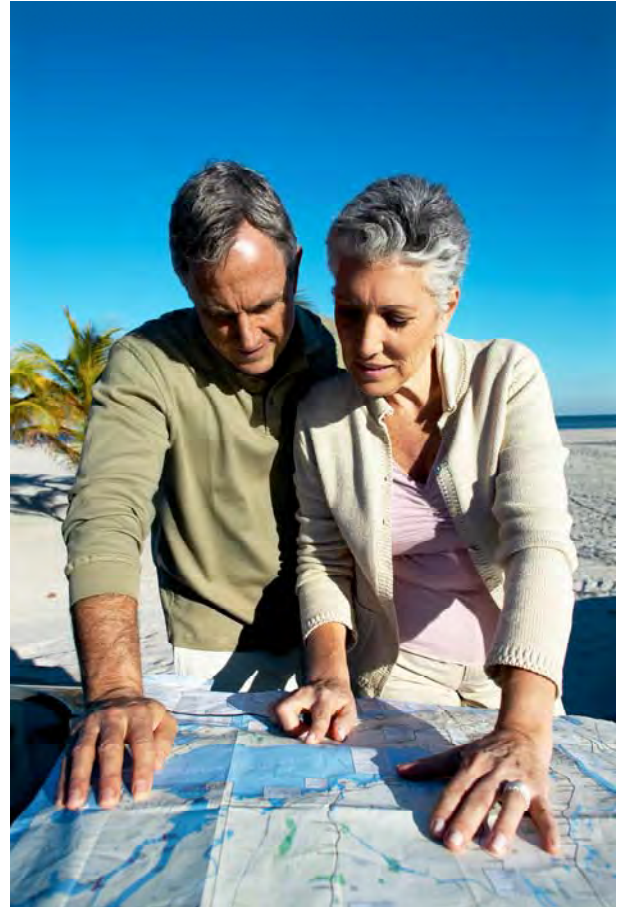
2014

Circulation Region: Alabama

Circulation: 210,000 ♦ Readers: 420,000

**Alabama Journey** is looked upon more than any other magazine as a source of information when planning a trip

Sources of information when planning a trip:	
Friends or Relatives	50.7%
Other Websites	32.0%
<b>Alabama Journey Magazine</b>	<b>28.8%</b>
Direct from Accommodations/Travel provider	20.8%
Other Magazines/Newspapers	19.9%
Television	19.2%
AAA Travel Agency	18.9%
AAA Website	16.1%
Books	12.2%
Other Travel Agency	11.4%



Source: 2013 Alabama Journey Reader Profile Study, GfK MRI

Method readers use to make reservations or buy tickets for a trip:	
Direct from Travel Provider	59.4%
Other Web Sites	34.4%
<b>AAA Travel Agency</b>	<b>16.4%</b>
Other Travel Agency	17.8%
<b>AAA Web Site</b>	<b>7.3%</b>



# Theme Parks and Attractions

Circulation Region: Alabama

Circulation: 210,000 ♦ Readers: 420,000

# 2014

## Top theme parks & attractions visited in the past year:

Walt Disney World, FL	32.0%
Alabama beaches (any)	28.2%
Alabama state parks (any)	24.0%
Birmingham Zoo	20.3%
Universal Studios Orlando	20.0%
Birmingham Botanical Gardens	16.0%
Six Flags Over Georgia	15.4%
University of Alabama	11.1%
Battleship USS Alabama	10.5%
Birmingham Museum of Art	8.6%
SeaWorld Orlando	8.6%
Fort Morgan Historic Site	6.8%
Montgomery Zoo & Mann Wildlife Learning Museum	6.7%
Other Montgomery museums (any)	6.7%
Georgia Aquarium	6.4%
Birmingham performing arts (any)	6.0%
Other Birmingham Museums	5.9%
Mobile museums (any)	5.8%
Alabama's Splash Adventure Waterpark	5.8%
Huntsville museums (any)	5.2%
Alabama Gulf Coast Zoo	4.8%
Alabama Public Gardens (any)	4.6%
Montgomery performing arts (any)	4.5%
Talladega Superspeedway	4.1%
Waterville USA	3.7%
Desoto Caverns Family Fun Park	3.5%
Adventureland Theme Park	3.4%
Huntsville performing arts (any)	3.0%
Branson, MO	2.9%
Busch Gardens, Tampa, FL	2.2%
Shoals area museums (any)	1.6%
Shoals area performing arts (any)	1.6%
Mobile performing arts (any)	1.0%



## In the last 12 months

- Over 33% of readers visited a theme park or attraction
- While visiting a theme park or attraction, nearly 40% of readers stayed 3 nights or more
- More than 43% of readers stayed on theme park/attraction property when visiting a theme park or attraction

Source: 2013 Alabama Journey Reader Profile Study, GfK MRI  
Base: Visited a theme park or attraction in the last 12 months



**Alabama**  
JOURNEY

# General Advertising Rates

# 2014

All rates are Gross

Rate Card #7  
Effective January 2014



Rate Base: 210,000 ♦ Total Readers: 420,000

Circulation Region: Alabama

	1X	3X	6X
<b>4 Color</b>			
Full Page	\$ 6,560	\$ 6,230	\$ 5,900
2/3 Page	4,600	4,370	4,140
1/2 Page	4,060	3,860	3,650
1/3 Page	2,420	2,300	2,180
1/6 Page	1,430	1,360	1,290
<b>B&amp;W</b>			
Full Page	\$ 5,240	\$ 4,980	\$ 4,720
2/3 Page	3,680	3,500	3,310
1/2 Page	3,250	3,090	2,930
1/3 Page	1,940	1,840	1,750
1/6 Page	1,150	1,090	1,040





2014 Issue Dates	Space Close	Materials Due	First Possible In-Home Dates
Jan/Feb	11/1/13	11/7/13	12/13/13
March/Apr	1/3/14	1/8/14	2/21/14
May/June	3/3/14	3/10/14	4/21/14
July/Aug	5/1/14	5/8/14	6/20/14
Sep/Oct	7/1/14	7/9/14	8/21/14
Nov/Dec	9/5/14	9/12/14	10/21/14

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	-
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*

**DIGITAL AD REQUIREMENTS**

All ads must be uploaded to [www.adshuttle.com/acepubs](http://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:  
Miriam Moritz  
Alabama Journey  
3333 Fairview Road, A327  
Costa Mesa, CA 92626-1698  
Tel: 714-885-2392  
Fax: 714-885-1109  
moritz.miriam@aaa-calif.com





## USPS 3541 Circulation Verification

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

Frequency: 6 times/year

### TOTAL AVERAGE PAID & VERIFIED CIRCULATION

	Average for the Statement Period	%	Rate Base	Above (Below)	% Above (Below)
<b>Subscriptions</b>					
Paid	217,973	100%			
Verified	N/A				
<b>Total Paid &amp; Verified Subscriptions</b>	<b>217,973</b>	<b>100%</b>			
Single Copy Sales	N/A				
<b>Total Paid &amp; Verified Circulation</b>	<b>217,973</b>	<b>100%</b>	<b>205,000</b>	<b>12,973</b>	<b>6.0%</b>

### PAID CIRCULATION BY ISSUE

Issue	Paid Circulation
Jan/Feb	216,785
Mar/Apr	216,566
May/June	220,568



### 3 YEAR TREND

	2011	%	2012	%	2013	%
<b>Subscriptions:</b>						
Paid	195,294	100.0	206,395	100.0	217,973	100.0
Verified	N/A		N/A		0	
<b>Total Paid &amp; Verified Subscriptions</b>	<b>195,294</b>	<b>100.0</b>	<b>206,395</b>	<b>100.0</b>	<b>217,973</b>	<b>100.0</b>
Single Copy Sales	N/A		N/A		N/A	
<b>Total Paid &amp; Verified Circulation</b>	<b>195,294</b>	<b>100.0</b>	<b>206,395</b>	<b>100.0</b>	<b>217,973</b>	<b>100.0</b>
Year Over Year Percent of Change		NA		5.7%		5.6%
Average Annualized Subscription Price	\$2.00		\$2.00		\$2.00	

## CIRCULATION BY STATE - for the May/June 2013 issue

State	Paid Subscriptions	State	Paid Subscriptions
Alabama	218,078	Ohio	56
Arizona	31	Oklahoma	20
Arkansas	23	Oregon	15
California	133	Pennsylvania	32
Colorado	45	Rhode Island	3
Connecticut	8	South Carolina	57
Delaware	3	South Dakota	3
District of Columbia	8	Tennessee	202
Florida	393	Texas	183
Georgia	314	Utah	109
Idaho	5	Vermont	36
Illinois	38	Virginia	109
Indiana	27	Washington	7
Iowa	11	West Virginia	4
Kansas	17	Wisconsin	7
Kentucky	46	Wyoming	5
Louisiana	81	<b>TOTAL 48</b>	
Maine	10	<b>CONTERMINOUS</b>	<b>220,563</b>
Maryland	30	<b>STATES</b>	
Massachusetts	22	Alaska	3
Michigan	39	Hawaii	1
Minnesota	9	<b>TOTAL ALASKA &amp;</b>	<b>4</b>
Mississippi	81	<b>HAWAII</b>	
Missouri	42	U.S. Unclassified	-
Montana	5	<b>TOTAL UNITED</b>	<b>220,567</b>
Nebraska	7	<b>STATES</b>	
Nevada	20	Poss. & Other	1
New Hampshire	6	Areas	
New Jersey	22	<b>U.S. &amp; POSS., etc.</b>	<b>220,568</b>
New Mexico	18	Canada	-
New York	34	International	-
North Carolina	108	Other Unclassified	-
North Dakota	1	Military or Civilian	-
		Personnel Overseas	-
		<b>GRAND TOTAL</b>	<b>220,568</b>

## DMA PAID SUBSCRIPTIONS BREAKDOWN AS OF JUNE 30, 2013

Birmingham-Anniston-Tuscaloosa	94,963
Dothan	7,358
Huntsville-Decatur-Florence	45,633
Montgomery-Selma	22,958
<b>Total DMA - Alabama</b>	<b>170,912</b>

# ANALYSIS OF TOTAL NEW AND RENEWAL PAID INDIVIDUAL SUBSCRIPTIONS

Total gross subscriptions (new and renewal) sold in the six month period ended June 30, 2013

## DURATION

		%
a. One to six months (1 to 3 issues)	None	
b. Seven to eleven months (4 to 5 issues)	None	
c. Twelve months (6 issues)	112,960	100%
d. Thirteen to twenty-four months	None	
e. Twenty-five months and more	None	
<b>Total Subscriptions Sold in Period</b>	<b>112,960</b>	<b>100%</b>

## USE OF PREMIUMS

		%
a. Ordered without premium	112,960	100%
b. Ordered with material reprinted from this publication	None	
c. Ordered with other premiums	None	
<b>Total Subscriptions Sold in Period</b>	<b>112,960</b>	<b>100%</b>

## 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	112,960	100%
<b>Total Subscriptions Sold in Period</b>	<b>112,960</b>	<b>100%</b>

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: AAA Alabama  
 AAA Alabama Journey  
 2400 Acton Road  
 Birmingham, AL 35243-2902  
 P: 205-978-7000  
 F: 205-978-7044  
 www.aaa.com

  
 JIM DOOLEY-GREEN  
 Postal Affairs/Circulation/Distribution

  
 TAMARA HILL  
 Publisher

  
 KATHY BOWYER  
 Manager Advertising Sales

Dated Signed: August 13, 2013

# Advertiser Information

## 2014

### Rate Card 7 Effective January 2014

#### 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.

##### 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:

*Alabama Journey*  
Attn: Jim Green  
3333 Fairview Road,  
Mail Stop A327  
Costa Mesa, CA 92626-1698  
Tel: 714-885-2394  
Fax: 714-641-5522  
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 AAA Alabama ("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 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.



# Advertiser Information

## 2014

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, 2013 is the Issue Date of the Issue designated "January/February 2013.") 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 AAA Alabama, 3333 Fairview Road, A327, Costa Mesa, California 92626, 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 Alabama. Any legal action relating to this Contract shall be brought in a State or Federal Court sitting in the County of Jefferson, State of Alabama.

### ADVERTISING POLICY GUIDELINES

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

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 *Alabama Journey* 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 AAA Alabama 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 *Alabama Journey*.

