



# New Mexico JOURNEY

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

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

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

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



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

### JANUARY/FEBRUARY

- New Mexico is Cooking. We'll catch up with the innovative chef of the Curious Kumquat in Silver City, where he's using locally foraged items to create unusual dishes.
- What's New in Las Vegas. A roundup of new art, food, and experiences.
- GoingPlaces: Night-skiing at Angel Fire, a tour of recent movie and TV locations, and cupcakes!
- LocalColor: J. Paul Taylor, a former educator and philanthropist who is donating his historic Mesilla home to the state as a monument.

### MARCH/APRIL

- Big Shots Revealed: The results of our first photo contest.
- GoingPlaces: New Mexico waterfalls, and the history of the breakfast burrito.
- LocalColor: The organizer of the Bataan Memorial Death March near White Sands Missile Range.

### MAY/JUNE

- Great Train Trips. We'll climb aboard a selection of our favorite locomotives. Might include the Grand Canyon Railway, Cumbres and Toltec, and the Durango and Silverton.
- GoingPlaces: Bat watching in Carlsbad and other things to do around the state.

### JULY/AUGUST

- The Taos Music Scene. We'll reveal why Northern New Mexico is such a hotbed of live music.
- Belize. A caving trip into a Mayan archaeological site.
- GoingPlaces: Where to catch the best views at sunset and other things to see and do.
- LocalColor: A chat with the organizer of the Silver City Clay Festival.

### SEPTEMBER/OCTOBER

- A Non-ballooner's Guide to Albuquerque. We'll explore fun things to do in this balloon-crazed town that will keep you on the ground and away from the crowds.
- Japanese Hot Tubs. A traveler explores this traditional practice.
- GoingPlaces: Southern New Mexico's painted water tanks and other sights to see.

### NOVEMBER/DECEMBER

- Craft Brews News. A tour of New Mexico's burgeoning craft brew trail.
- London's Soho. A journey through the city's trendiest neighborhoods – and one of most historic.
- GoingPlaces: Hot springs and other activities.



# Audience Profile

# 2014

Circulation Region: New Mexico

Circulation: 119,000 ♦ Readers: 261,800



- ♦ On average, New Mexico Journey reader households earn \$38,100 more than non-reader households in New Mexico
- ♦ New Mexico Journey readers are 45% more likely to have a bachelor's degree than non-readers in New Mexico

New Mexico Journey readers		Audience	Composition	Coverage	Index
Men		71,800	27%	11%	63
Women		190,000	73%	22%	129
Married		164,000	63%	18%	107
Household Income					
\$60,000+		201,000	77%	29%	170
\$75,000+		186,000	71%	37%	217
\$100,000+		129,000	49%	42%	250
\$150,000+		68,000	26%	55%	326
\$200,000+		42,000	16%	87%	516
Average HHI	\$117,200				
Median HHI	\$99,100				
Age					
18-34		64,000	24%	12%	73
35-54		100,000	38%	22%	129
55-64		62,000	24%	19%	111
65+		36,000	14%	15%	88
Median Age	44.2 years				
Education					
Attended college		185,000	71%	24%	141
Bachelor's degree+		75,000	29%	24%	140
Home					
Own Home		245,000	94%	23%	139
Mean home value	\$243,407				
Median home value	\$219,363				

Source: 2013 Doublebase, prototype; GfK MRI



# Readership

# 2014

Circulation Region: New Mexico  
 Circulation: 119,000 ♦ Readers: 261,800

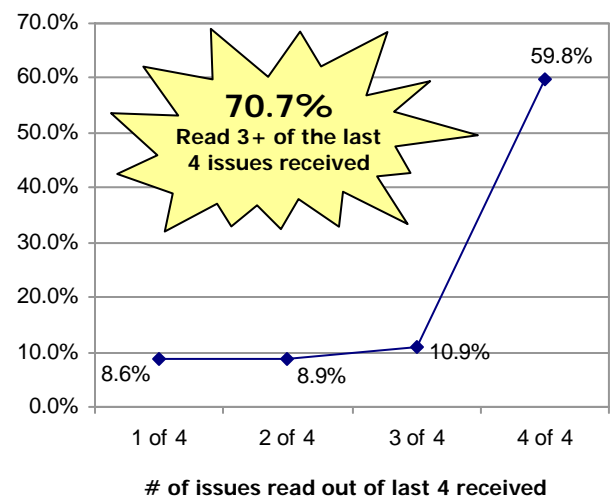
- ♦ Readers spend 24.7 minutes, on average, reading or looking into an issue of their AAA publication
- ♦ Readers who read 3-4 out of 4 issues spend an average of 27.7 minutes reading or looking into an issue of their AAA publication



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

Took Any Action	66.3%
Became Aware of AAA Discount(s)	36.3%
Used/Received AAA Discount(s)	25.8%
Visited/Contacted AAA office	24.8%
Used AAA Tour Book	15.1%
Traveled to a Destination Advertised or Written About	14.6%
Planned or Modified Existing Plans for a Trip	13.4%
Visited AAA.com	12.8%
Obtained Information on a Product or Service Advertised	9.8%
Made Reservations or Bought Tickets	9.2%
Called a Toll-Free Number	8.9%
Visited an Advertiser's Web Site	8.7%
Used Advertising for Travel Planning	7.5%
Called or Visited AAA Travel Agent	6.3%
Bought an Advertised Product or Service	6.0%
Contacted an Advertiser Directly for Information	5.1%

## New Mexico Journey Readership



Source: 2013 New Mexico Journey Reader Profile Study, GfK MRI



# Regional Travel

# 2014

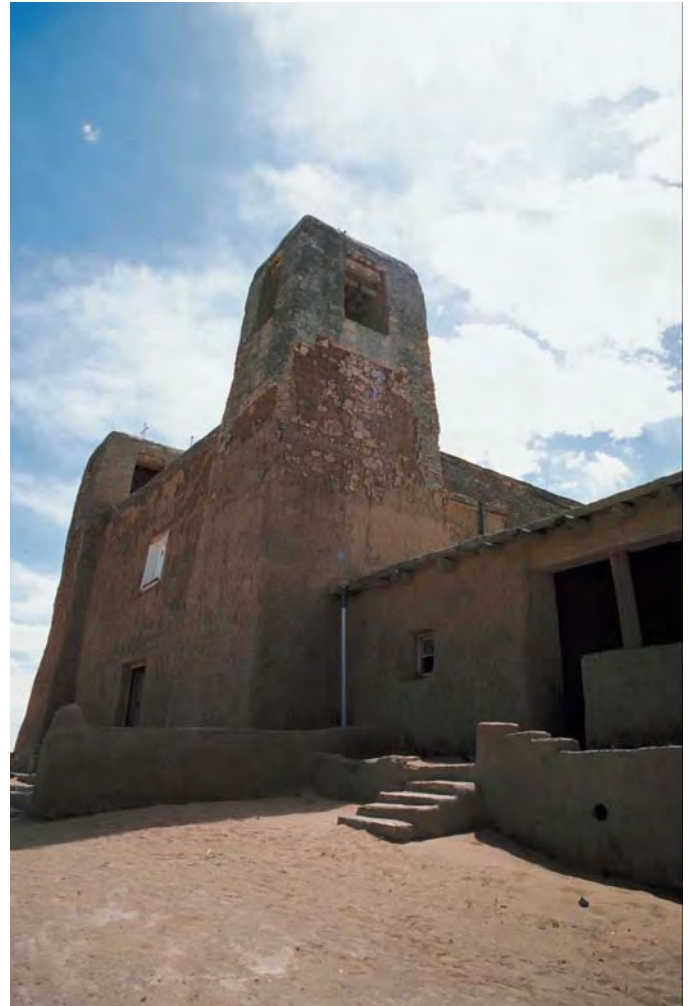
Circulation Region: New Mexico

Circulation: 119,000 ♦ Readers: 261,800

- ♦ 77.9% of New Mexico Journey readers took at least one overnight domestic trip in the past year

## Regional areas visited in the past year

Albuquerque	58.5%
Santa Fe	44.3%
Las Cruces	22.0%
Taos	20.2%
Phoenix/Scottsdale, AZ	18.7%
Denver	18.4%
Las Vegas, NV	15.6%
Los Angeles, CA	14.0%
Ruidoso	13.3%
El Paso	12.6%
Tucson, AZ	12.3%
Farmington	11.6%
Dallas/Ft. Worth	11.5%
San Diego, CA	10.8%
Chimayo	10.6%
Roswell	10.0%
San Francisco Bay Area, CA	9.3%
Amarillo	8.7%
San Antonio, TX	8.4%
Silver City	7.5%
Orange County, CA	6.8%
Oklahoma City	6.7%
Austin/Hill Country	6.4%
New York City	6.1%
Chicago, IL	5.5%
Panhandle	4.9%
Orlando	4.1%
Miami/Ft. Lauderdale	3.5%
New Orleans	3.5%
East Texas	3.0%
Midland/Odessa	2.7%
Cimarron	2.1%
Branson	1.7%
Omaha, NE	1.1%
Corpus Christi	1.0%



## In the last 12 months

- ♦ On average, readers took six domestic vacations
- ♦ Readers spent an average of \$2,700 while on a domestic vacation

Source: 2013 New Mexico Journey Reader Profile Study, GfK MRI



**New Mexico**  
JOURNEY



# Travel Planning and Booking

2014

Circulation Region: New Mexico

Circulation: 119,000 ♦ Readers: 261,800

**New Mexico 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	47.6%
<b>New Mexico Journey Magazine</b>	<b>39.9%</b>
Other Websites	32.9%
Other Magazines/Newspapers	24.5%
Direct from Accommodations/Travel provider	20.9%
AAA Travel Agency	18.1%
Books	17.8%
Television	15.5%
AAA Website	13.3%
Other Travel Agency	9.3%

Source: 2013 New Mexico Journey Reader Profile Study, GfK MRI



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

Direct from Travel Provider	61.1%
Other Web Sites	42.7%
<b>AAA Travel Agency</b>	<b>15.8%</b>
Other Travel Agency	10.7%
<b>AAA Web Site</b>	<b>6.7%</b>



# Theme Parks and Attractions

Circulation Region: New Mexico

Circulation: 119,000 ♦ Readers: 261,800

# 2014

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

Albuquerque BioPark Zoo	47.0%
Albuquerque International Balloon Fiesta	31.9%
Other New Mexico Museum	29.7%
New Mexico Museum of Natural History and Science	26.3%
Albuquerque Museum of Art & History	25.3%
Sandia Peak Ski & Tramway	22.7%
Carlsbad Caverns National Park	15.7%
Palace of the Governors	14.3%
White Sands National Monument	14.0%
Old Mesilla	13.6%
Disneyland (CA)	12.2%
Georgia O'Keeffe Museum	11.8%
Riverwalk, San Antonio	11.2%
Taos Pueblo	9.9%
New Mexico Museum of Space History	8.9%
Grand Canyon	8.7%
Disney World (FL)	8.3%
New Mexico Farm and Ranch Heritage Museum	6.2%
Gila Cliff Dwellings National Monument	6.0%
Cumbres & Toltec Scenic Railroad	5.8%
The Alamo	5.8%
Chaco Culture National Historical Park	5.0%
SeaWorld San Diego	4.8%
Universal Studios Orlando	4.8%
SeaWorld San Antonio	4.6%
Billy the Kid Museum	4.1%
Universal Studios Hollywood	3.1%
International UFO Museum	2.7%
Hubbard Museum of the American West	2.5%
Schlitterbahn Water Parks (TX)	2.1%
Space Center Houston	0.8%



## In the last 12 months

- Over 27% of readers visited a theme park or attraction
- While visiting a theme park or attraction, nearly 18% of readers stayed 3 nights or more
- More than 19% of readers stayed on theme park/attraction property when visiting a theme park or attraction

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



# General Advertising Rates

# 2014

All rates are Gross

Rate Card #18  
Effective January 2014



Rate Base: 119,000 ♦ Total Readers: 261,800

Circulation Region: New Mexico

	1X	3X	6X
<b>4 Color</b>			
Full Page	\$ 4,590	\$ 4,360	\$ 4,130
2/3 Page	3,230	3,070	2,910
1/2 Page	2,870	2,730	2,580
1/3 Page	1,730	1,640	1,560
1/6 Page	1,020	970	920
<b>B&amp;W</b>			
Full Page	\$ 3,690	\$ 3,510	\$ 3,320
2/3 Page	2,570	2,440	2,310
1/2 Page	2,290	2,180	2,060
1/3 Page	1,370	1,300	1,230
1/6 Page	820	780	740





# Travel Guide Advertising Rates

# 2014

All rates are Net

Rate Card #18  
Effective January 2014



Rate Base: 119,000 ♦ Total Readers: 261,800  
Circulation Region: New Mexico

	1X	3X	6X
<b>4 Color</b>			
1/3 Page	\$ 1,350	\$ 1,280	\$ 1,220
1/6 Page	810	770	730
3 inch	660	630	590
2 inch	470	450	420
1 inch	290	280	260
<b>B&amp;W</b>			
1/3 Page	\$ 1,090	\$ 1,040	\$ 980
1/6 inch	650	620	590
3 inch	530	500	480
2 inch	380	360	340
1 inch	250	240	230



2014 Issue Dates	Space Close	Materials Due	First Possible In-Home Dates
Jan/Feb	11/1/13	11/7/13	12/14/13
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

TRAVEL GUIDE	
SPACE SIZES	NON-BLEED (W x H)
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

**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  
 New Mexico Journey  
 3333 Fairview Road, A327  
 Costa Mesa, CA 92626-1698  
 Tel: 714-885-2392  
 Fax: 714-885-1109  
[miriam.moritz@aaa-calif.com](mailto:miriam.moritz@aaa-calif.com)





For the six months ended  
June 30, 2013

## USPS 3541 Circulation Verification

**Editorial Overview:** AAA NEW MEXICO JOURNEY is a magazine edited for Automobile Club members in New Mexico. 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	120,930	100%			
Verified	N/A				
<b>Total Paid &amp; Verified Subscriptions</b>	<b>120,930</b>	<b>100%</b>			
Single Copy Sales	N/A				
<b>Total Paid &amp; Verified Circulation</b>	<b>120,930</b>	<b>100%</b>	<b>117,000</b>	<b>3,930</b>	<b>3.3%</b>

### PAID CIRCULATION BY ISSUE

Issue	Paid Circulation
Jan/Feb	120,519
Mar/Apr	120,605
May/June	121,667



### 3 YEAR TREND

	2011	%	2012	%	2013	%
<b>Subscriptions:</b>						
Paid	113,395	100.0	117,415	100.0	120,930	100.0
Verified	N/A		N/A		N/A	
<b>Total Paid &amp; Verified Subscriptions</b>	<b>113,395</b>	<b>100.0</b>	<b>117,415</b>	<b>100.0</b>	<b>120,930</b>	<b>100.0</b>
Single Copy Sales	N/A		N/A		N/A	
<b>Total Paid &amp; Verified Circulation</b>	<b>113,395</b>	<b>100.0</b>	<b>117,415</b>	<b>100.0</b>	<b>120,930</b>	<b>100.0</b>
Year Over Year Percent of Change				3.5%		3.0%
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	14	Ohio	53
Arizona	346	Oklahoma	48
Arkansas	12	Oregon	95
California	583	Pennsylvania	60
Colorado	280	Rhode Island	4
Connecticut	25	South Carolina	24
Delaware	10	South Dakota	18
District of Columbia	7	Tennessee	41
Florida	189	Texas	435
Georgia	41	Utah	41
Idaho	25	Vermont	13
Illinois	62	Virginia	94
Indiana	19	Washington	30
Iowa	18	West Virginia	4
Kansas	36	Wisconsin	30
Kentucky	20	Wyoming	15
Louisiana	34	<b>TOTAL 48</b>	
Maine	18	<b>CONTERMINOUS</b>	<b>121,634</b>
Maryland	48	<b>STATES</b>	
Massachusetts	44		
Michigan	34	Alaska	11
Minnesota	28	Hawaii	19
Mississippi	12	<b>TOTAL ALASKA &amp;</b>	<b>30</b>
Missouri	28	<b>HAWAII</b>	
Montana	18		
Nebraska	16	U.S. Unclassified	-
Nevada	91	<b>TOTAL UNITED</b>	<b>121,664</b>
New Hampshire	18	<b>STATES</b>	
New Jersey	23	Poss. & Other	3
New Mexico	118,371	Areas	
New York	86	<b>U.S. &amp; POSS., etc.</b>	<b>121,667</b>
North Carolina	64	Canada	-
North Dakota	9	International	-
		Other Unclassified	-
		Military or Civilian	-
		Personnel Overseas	-
		<b>GRAND TOTAL</b>	<b>121,667</b>

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

Albuquerque-Santa Fe	108,257
<b>Total DMA - New Mexico</b>	<b>108,257</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	%	USE OF PREMIUMS	%
a. One to six months (1 to 3 issues)	None	a. Ordered without premium	61,982 100%
b. Seven to eleven months (4 to 5 issues)	None	b. Ordered with material reprinted from this publication	None
c. Twelve months (6 issues)	61,982 100%	c. Ordered with other premiums	None
d. Thirteen to twenty-four months	None	<b>Total Subscriptions Sold in Period</b>	<b>61,982 100%</b>
e. Twenty-five months and more	None		
<b>Total Subscriptions Sold in Period</b>	<b>61,982 100%</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	61,982 100%
<b>Total Subscriptions Sold in Period</b>	<b>61,982 100%</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 New Mexico  
 AAA New Mexico Journey  
 10501 Montgomery Blvd NE  
 Albuquerque, NM 87111-3832  
 P: 505-291-6611  
 F: 505-291-6617  
 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 18 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.

##### 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:

*New Mexico 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 New Mexico ("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



# Advertiser Information

## 2014

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, 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 New Mexico, 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 *New Mexico 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 *New Mexico 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 New Mexico 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 *New Mexico Journey*.

